

EXHIBIT 1

CONTRACT
by and between
SHELBY COUNTY GOVERNMENT
and
TYLER TECHNOLOGIES, INC.
for
Court Management System

This contract (the "Contract") entered into this 22nd day of July, 2013, and between SHELBY COUNTY GOVERNMENT, hereinafter referred to as "COUNTY" and TYLER TECHNOLOGIES, INC, hereinafter referred to as "PROVIDER".

WITNESSETH

WHEREAS, the COUNTY has the need for a Court Management System for the General Sessions Criminal Court Division, Criminal Court Division and PreTrial Services; and

WHEREAS, the COUNTY issued a Request for Proposals ("RFP") Number 13-008-07 Court Management System and PROVIDER responded to said RFP on October 19, 2012; and

WHEREAS, the PROVIDER has the knowledge and expertise to provide such services; and

WHEREAS, the COUNTY awarded the contract to PROVIDER on April 11, 2013; and

WHEREAS, the parties are desirous of entering into a new contract setting forth the terms and conditions under which the PROVIDER will provide said services.

NOW THEREFORE, for and in consideration of mutual promises and covenants herein contained, the parties hereto agree as follows:

Exhibits: This Agreement is comprised of the following documents:

- Exhibit A – RFP
- Exhibit B – RFP Response by the PROVIDER
- Exhibit C – Statement of Work
- Exhibit D – Costs and Fees
- Exhibit E – Payment Milestones
- Exhibit F – Interfaces

Exhibit C: Court Management System Contract

4. "Site Acceptance" as used in the Statement of Work set forth in Exhibit C to this Contract means completion of the following process: From the date of PROVIDER's notice to the COUNTY that the Software is live at all locations, COUNTY will have a fifteen (15) business day Testing Period in which to verify that the Software conforms in all material respects with the description of the Software in the Software Documentation. If during the Testing Period COUNTY reasonably determines that the Software does not so conform, COUNTY will have five (5) business days from the expiration of the Testing Period to advise PROVIDER in a detailed writing as to the nature and extent of such non-conformance. Contractor will thereupon correct such non-conformance after PROVIDER's receipt of such notice, and upon notice of the correction, a new Testing Period shall begin and the same process will be followed. The Software shall be deemed accepted upon receipt of written notice of acceptance to PROVIDER from COUNTY or if COUNTY does not notify PROVIDER of a material nonconformance within thirty (30) days after the expiration of any Testing Period, whichever occurs first.
5. PROVIDER shall not be permitted or authorized to incur costs beyond the extent that purchase orders have been issued on approved contracts and/or purchases prior to the commencement date, during the term of the contract, and/or subsequent to the termination date of COUNTY contracts or purchases without prior, expressly written, appropriate authorization to COUNTY purchasing procedures and rules and regulations. COUNTY is not obligated to pay nor shall PROVIDER be entitled to receive payments for contract fees and expenses incurred in violation of this provision.

III. GENERAL CONDITIONS

The parties further agree as follows:

1. CONTROL

All Services by the PROVIDER will be performed in accordance with the generally accepted business practices and standards prevalent in PROVIDER'S industry.

2. PROVIDER'S PERSONNEL

The PROVIDER certifies that it presently has adequate qualified personnel to perform all Services required under this Contract. All work performed during the Term of this Contract will be supervised by the PROVIDER. The PROVIDER further certifies that all of its employees assigned to serve the COUNTY have such knowledge and experience as required to perform the duties assigned to them. Any employee of the PROVIDER who, in the opinion of the COUNTY, is incompetent, or whose conduct

becomes detrimental to the work, shall immediately be removed from association with the Services under this Contract.

3. INDEPENDENT STATUS

- a. Nothing in this Contract shall be deemed to represent that the PROVIDER, or any of the PROVIDER's employees or agents, are the agents, representatives, or employees of the COUNTY. The PROVIDER will be an independent PROVIDER over the details and means for performing the Services under this Contract. Anything in this Contract which may appear to give the COUNTY the right to direct the PROVIDER as to the details of the performance of the Services under this Contract or to exercise a measure of control over the PROVIDER is solely for purposes of compliance with local, state and federal regulations and means that the PROVIDER will follow the desires of the COUNTY only as to the intended results of the scope of this Contract.
- b. It is further expressly agreed and understood by PROVIDER that neither it nor its employees or agents are entitled to any benefits which normally accrue to employees of the COUNTY; that PROVIDER has been retained by the COUNTY to perform the Services specified herein (not hired) and that the remuneration specified herein is considered fees for the Services performed (not wages) and that invoices submitted to the COUNTY by PROVIDER for the Services performed shall be on the PROVIDER's letterhead.

4. REPORTS

PROVIDER shall prepare and submit quarterly reports of its activities, funded under this Contract, to the originating department and the Contract Administration Department of the COUNTY. The reports shall include an itemization of the use of COUNTY's funds, pertinent information pursuant to the applicable Living Wage Ordinance, and shall be inclusive of specific Services delivered. Any such reports provided to the COUNTY shall be prepared with the understanding that the COUNTY may make such reports available to the public. The quarterly reports and all books of account and financial records that are specific to the work performed in accordance with this Contract may be subject to audit by the Director of the Division of Administration and Finance of the COUNTY. The COUNTY shall have the right to withhold future disbursement of funds under this Contract and any future Contracts until this provision has been met.

5. TERMINATION OR ABANDONMENT

- a. It shall be cause for the immediate termination of this Contract if, after its execution, the COUNTY determines that:

- i) Either the PROVIDER or any of its principals, partners or corporate officers, if a corporation, including the corporation itself, has pled nolo contendere, or has pled or been found guilty of a criminal violation, whether state or federal, involving, but not limited to, governmental sales or purchases, including but not limited to the rigging of bids, price fixing, or any other collusive and illegal activity pertaining to bidding and governmental contracting; or
 - ii) PROVIDER has subcontracted, assigned, delegated, transferred its rights, obligations or interests under this Contract without the COUNTY's consent or approval, such consent not to be unreasonably withheld; or
 - iii) PROVIDER has filed bankruptcy, become insolvent or made an assignment for the benefit of creditors, or a receiver, or similar officer has been appointed to take charge of all or part of PROVIDER assets.
- b. The COUNTY may terminate the Contract upon thirty (30) days written notice by the COUNTY or its authorized agent to the PROVIDER for PROVIDER's failure to provide the Services specified under this Contract and such failure remains uncured thereafter.
- c. This Contract may be terminated by either party by giving thirty (30) days written notice to the other, before the effective date of termination (the "Termination Date"). In the event of such termination, the PROVIDER shall be paid for all Services rendered prior to the Termination Date, provided the PROVIDER shall have delivered to COUNTY such statements, accounts, reports and other materials as required under this Contract; however, PROVIDER shall not be compensated for any anticipatory profits that have not been earned as of the date of the Termination Date. All Services completed by PROVIDER prior to the Termination Date shall be documented and tangible work documents shall be delivered to and become the sole property of the COUNTY prior to payment for the Services rendered, provided, however, that PROVIDER shall retain ownership of any and all proprietary and/or confidential information contained therein. To the extent permitted by applicable law, upon termination hereunder, County shall not be entitled to any return of fees previously paid that were not disputed.
- d. Notwithstanding the above or any section herein to the contrary, PROVIDER shall not be relieved of liability to the COUNTY for damages sustained by the COUNTY by virtue of any breach of the Contract by PROVIDER, subject to the limitation of liability contained herein, and the COUNTY may withhold any payments to PROVIDER for the purpose of setoff until such time as the exact amount of damages due the COUNTY from PROVIDER is determined.

- e. The COUNTY has the option to cancel the Agreement and/or any Renewals if the County is put on notice of legal problems with PROVIDER or any of its principals, partners, corporate officers, or agents, involving allegations of dishonesty, improper business conduct, or criminal activity. Cancellation under this provision shall be immediate and effective upon notice. The COUNTY reserves the right to exercise this provision at its discretion and any decision rendered by the COUNTY under this provision constitutes a final determination of the matter the public welfare requiring it.

6. COMPENSATION FOR CORRECTIONS

No compensation shall be due or payable to PROVIDER pursuant to this Contract for any PROVIDER's Services performed by the PROVIDER in connection with effecting of corrections to the design of the Services, when such corrections are required as a direct result of negligence by the PROVIDER to properly fulfill any of his obligations as set forth in this Contract.

7. SUBCONTRACTING, ASSIGNMENT OR TRANSFER

- a. Any subcontracting, assignment, delegation or transfer of all or part of the rights, responsibilities, or interest of either party to this Contract is prohibited unless by written consent of the other party, not to be unreasonably withheld. No subcontracting, assignment, delegation or transfer shall relieve the PROVIDER from performance of the Services under this Contract. The COUNTY shall not be responsible for the fulfillment of the PROVIDER's obligations to its transferors or subcontractors.
- b. Upon the request of the other party, the subcontracting, assigning, delegating or transferring party shall provide all documents evidencing the subcontract, assignment, delegation or transfer.

8. CONFLICT OF INTEREST

The PROVIDER covenants that it has no public or private interest, and will not acquire directly or indirectly any interest which would conflict in any manner with the performance of the Services. The PROVIDER warrants that no part of the total Contract Fee shall be paid directly or indirectly to any officer or employee of the COUNTY as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor or consultant to the PROVIDER in connection with any work contemplated or performed relative to this Contract.

9. CONTINGENT FEES

The PROVIDER warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the PROVIDER, to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the PROVIDER any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the COUNTY will have the right to recover the full amount of such fee, commission, percentage, brokerage fee, gift, or other consideration.

10. EMPLOYMENT OF COUNTYWORKERS

The PROVIDER will not engage, on a full, part-time, or any other basis during the Term of the Contract, any professional or technical personnel who are or have been at any time during the Term of the Contract in the employ of the COUNTY.

11. ACCESS TO RECORDS

During all phases of the work and Services to be provided hereunder, PROVIDER agrees to permit duly authorized agents and employees of the COUNTY to enter PROVIDER's offices for the purpose of inspections, reviews and audits during normal working hours. Reviews may also be accomplished at meetings that are arranged at mutually agreeable times and places. The PROVIDER will maintain all books, documents, papers, accounting records, and other evidence pertaining to the Fee paid under this Contract and make such materials available at their offices at all reasonable times during the Term of this Contract and for three (3) years from the date of payment under this Contract for inspection by the COUNTY or by any other governmental entity or agency participating in the funding of this Contract, or any authorized agents thereof. Copies of said records shall be furnished to the COUNTY upon request.

12. ARBITRATION

Any dispute concerning a question of fact in connection with the work not disposed of by agreement between the PROVIDER and the COUNTY will be submitted to the following dispute resolution process:

Disputes arising out of, or relating to, this Agreement shall first be discussed by the Project Managers. Any dispute that cannot be resolved within five (5) business days at the Project Manager level (or such other date as agreed upon by the Project Managers) shall be referred to the individual reasonably designated by the County and PROVIDER's Vice President of Courts and Justice Systems Division ("Intermediary Dispute Level"). Any dispute that cannot be resolved in ten (10) Business Days at the Intermediary Dispute Level shall then be referred to County's chief executive officer or other individual reasonably designated by the County and PROVIDER's President

of Courts and Justice Systems Division ("Executive Dispute Level"), at such time and location reasonably designated by the Parties.

13. RESPONSIBILITIES FOR CLAIMS AND LIABILITIES

- a. PROVIDER shall indemnify, defend, save and hold harmless the COUNTY, and its elected officials, officers, employees, agents, assigns, and instrumentalities from and against any and all claims, liability, losses or damages—including but not limited to Title VII and 42 USC 1983 prohibited acts—arising out of or resulting from any negligence or willful misconduct; whether actions or omissions; whether intentional, unintentional; whether legal or illegal or otherwise, that occur in connection with or in breach of this Contract or in the performance of the Services hereunder, whether performed by the PROVIDER, its agents, employees or assigns. This indemnification shall survive the termination or conclusion of this Contract. In the event PROVIDER utilizes any subcontractor in performance of the Services hereunder, PROVIDER shall require such subcontractor to similarly indemnify COUNTY.
- b. PROVIDER expressly understands and agrees that any insurance protection required by this Contract or otherwise provided by the PROVIDER shall in no way limit the responsibility to indemnify, defend, save and hold harmless the COUNTY or its elected officials, officers, employees, agents, assigns, and instrumentalities as herein provided.
- c. The COUNTY has no obligation to provide legal counsel or defense to PROVIDER or its subcontractors in the event that a suit, claim or action of any character is brought by any person not a party to this agreement against PROVIDER as a result of or relating to performance of the Services under this Contract.
- d. Except as expressly provided herein, the COUNTY has no obligation for the payment of any judgment or the settlement of any claims against PROVIDER as a result of or relating to performance of the Services under this Contract.
- e. PROVIDER shall immediately notify the COUNTY of any claim or suit made or filed against PROVIDER or its subcontractors regarding any matter resulting from or relating to PROVIDER's performance of the Services under this Contract and will cooperate, assist and consult with the COUNTY in the defense or investigation thereof.
- f. THE LIABILITY OF PROVIDER TO THE COUNTY FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT,

INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED, TO THE EXTENT PERMITTED BY APPLICABLE LAW, TO THE AMOUNT OF FEES TO BE PAID TO PROVIDER UNDER THIS AGREEMENT. THE FOREGOING LIMITATION DOES NOT APPLY TO THE FOLLOWING CIRCUMSTANCES: (1) FRAUD; OR (2) CLAIMS FOR BODILY INJURY OR PROPERTY DAMAGE OR SECTION INTELLECTUAL PROPERTY INFRINGEMENT SUBJECT TO EXHIBIT G.

TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER (NOR TO ANY PERSON CLAIMING ANY RIGHT, TITLE, OR INTEREST DERIVED FROM OR AS SUCCESSOR TO A PARTY'S RIGHT, TITLE, AND INTEREST) FOR INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, LOST REVENUES OR PROFITS, OR LOSS OF BUSINESS OR LOSS OF DATA ARISING OUT OF THIS AGREEMENT, IRRESPECTIVE OF WHETHER THE PARTIES HAVE ADVANCE NOTICE OF THE POSSIBILITY OF SUCH DAMAGE.

14. GENERAL COMPLIANCE WITH LAWS

- a. The PROVIDER certifies that it is qualified or will take steps necessary to qualify to do business in the State of Tennessee and that it will take such action as, from time to time, may be necessary to remain so qualified and it shall obtain, at its expense all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of the Services under this Contract.
- b. The PROVIDER is assumed to be familiar with and agrees that at all times it will observe and comply with all federal, state, and local laws, ordinances, and regulations in any manner affecting the performance of the Services. The preceding shall include, but is not limited to, compliance with all Equal Employment Opportunity laws, the Fair Labor Standards Act, Occupational Safety and Health Administration (OSHA) requirements, and the Americans with Disabilities Act (ADA).
- c. This Contract will be interpreted in accordance with the laws of the State of Tennessee. By execution of this Contract, the PROVIDER agrees that all actions, whether sounding in contract or in tort, relating to the validity, construction, interpretation and enforcement of this Contract will be instituted and litigated in the state or federal courts of the State of Tennessee, located in Shelby County, Tennessee, and in no other. In accordance herewith, the

parties to this Contract submit to the jurisdiction of the state or federal courts of the State of Tennessee located in Shelby County, Tennessee.

15. NON-DISCRIMINATION

The PROVIDER hereby agrees, warrants, and assures compliance with the provisions of Title VI and VII of the Civil Rights Act of 1964 and all other federal statutory laws which provide in whole or in part that no person shall be excluded from participation or be denied benefits of or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the PROVIDER on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee State Constitutional or statutory law. The PROVIDER shall upon request show proof of such non-discrimination and shall post in conspicuous places available to all employees and applicants notices of non-discrimination.

Any recipient entity shall be subject to the requirements of Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d et seq., and regulations promulgated pursuant thereto. It shall develop a Title VI implementation plan with participation by protected beneficiaries as may be required by such law or regulations. To the extent applicable, such plan shall include Title VI implementation plans sub-recipients of federal funds through the entity. The PROVIDER shall produce the plan upon request of Shelby County Government. Failure to provide same shall constitute a material breach of contract.

16. ENTIRE AGREEMENT

This Contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations or agreements, whether oral or written.

17. AMENDMENT

This Contract may be modified or amended only by written instrument signed by both parties.

18. SEVERABILITY

If any provision of this Contract is held to be unlawful, invalid or unenforceable under any present or future laws, such provision shall be fully severable; and this Contract shall then be construed and enforced as if such unlawful, invalid or unenforceable provision had not been a part hereof. The remaining provisions of this Contract shall remain in full force and effect and shall not be affected by such unlawful, invalid or unenforceable provision or by its severance here from. Furthermore, in lieu of such

unlawful, invalid, or unenforceable provision, there shall be added automatically as a part of this Contract a legal, valid and enforceable provision as similar in terms to such unlawful, invalid or unenforceable provision as possible.

19. NO WAIVER OF CONTRACTUAL RIGHT

No waiver of any term, condition, default, or breach of this Contract, or of any document executed pursuant hereto, shall be effective unless in writing and executed by the party making such waiver; and no such waiver shall operate as a waiver of either (a) such term, condition, default, or breach on any other occasion or (b) any other term, condition, default, or breach of this Contract or of such document. No delay or failure to enforce any provision in this Contract or in any document executed pursuant hereto shall operate as a waiver of such provision or any other provision herein or in any document related hereto. The enforcement by any party of any right or remedy it may have under this Contract or applicable law shall not be deemed an election of remedies or otherwise prevent such party from enforcement of one or more other remedies at any time.

20. MATTERS TO BE DISREGARDED

The titles of the several sections, subsections, and paragraphs set forth in this contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this Contract.

21. SUBJECT TO FUNDING

This Contract is subject to annual appropriations of funds by the Shelby County Government. In the event sufficient funds for this Contract are not appropriated by Shelby County Government for any of its fiscal period during the Term hereof, then this Contract will be terminated. In the event of such termination, the PROVIDER shall be entitled to receive just and equitable compensation for any satisfactory work performed as of the Termination Date.

22. TRAVEL EXPENSES

All travel expenses payable under this Contract shall be in accordance with the County Travel Policy and Procedures. This includes documentation requirements, and reimbursement rates. No travel advances will be made by the County.

23. NON-LIABILITY FOR PROVIDER EMPLOYEE TAXES

Neither PROVIDER nor its personnel are COUNTY's employees, and COUNTY shall not take any action or provide PROVIDER's personnel with any benefits and shall have no liability for the following:

- a. Withholding FICA (Social Security) from PROVIDER's payments;
- b. Making state or federal unemployment insurance contributions on behalf of PROVIDER or its personnel;
- c. Withholding state and federal income tax from payment to PROVIDER;
- d. Making disability insurance contributions on behalf of PROVIDER;
- e. Obtaining workers' compensation insurance on behalf of PROVIDER or PROVIDER's personnel.

24. INCORPORATION OF OTHER DOCUMENTS

- a. PROVIDER shall provide Services pursuant to this Contract in accordance with the terms and conditions set forth herein.
- b. It is understood and agreed between the parties that in the event of a variance between the terms and conditions of this Contract and any amendment thereto and the terms and conditions contained either within the Request for Proposals/Bids or the Response thereto, the terms and conditions of this Contract as well as any amendment shall take precedence and control the relationship and understanding of the parties.

25. CONTRACTING WITH LOCALLY OWNED SMALL BUSINESSES

The PROVIDER shall take affirmative action to assure that Locally Owned Small Businesses that have been certified by the COUNTY are utilized when possible as sources of supplies and equipment, construction and services.

26. LIVING WAGE ORDINANCE AND PREVAILING WAGE ORDINANCE

Living Wage - In accordance with Ordinance Number 328, commonly referred to as the Living Wage Ordinance, all persons/entities engaged in service contracts with the County, including but not limited to both prime and subcontractors, shall pay a Living Wage to employees for all work performed on said service contract, as defined in the Living Wage Ordinance. Proof of such compensation must be evidenced as required in the Living Wage Ordinance.

27. RIGHT TO REQUEST REMOVAL OF PROVIDER's EMPLOYEES

The COUNTY may interview the personnel PROVIDER assigns to COUNTY's work. COUNTY shall have the right, at any time, to request removal of any employee(s) of PROVIDER, whom COUNTY deems to be unsatisfactory for any reason. Upon such request, PROVIDER shall use all reasonable efforts to promptly replace such employee(s) with substitute employee(s) having appropriate skills and training.

28. INCORPORATION OF WHEREAS CLAUSES

The foregoing whereas clauses are hereby incorporated into this Contract and made a part hereof.

29. DISCLOSURE OF REPORTS, DATA OR OTHER INFORMATION

Notwithstanding anything to the contrary contained herein, but subject to Section 37 below, or within any other document supplied to COUNTY by PROVIDER, PROVIDER understands and acknowledges that COUNTY is a governmental entity subject to the laws of the State of Tennessee and that any reports, data or other information supplied to COUNTY by PROVIDER due to Services performed pursuant to this Contract is subject to being disclosed as a public record in accordance with the laws of the State of Tennessee.

30. ORGANIZATION STATUS AND AUTHORITY

- a. PROVIDER represents and warrants that it is a corporation, limited liability company, partnership, or other entity duly organized, validly existing and in good standing under the laws of the state of Tennessee; it has the power and authority to own its properties and assets and is duly qualified to carry on its business in every jurisdiction wherein such qualification is necessary.
- b. The execution, delivery and performance of this Contract by the PROVIDER has been duly authorized by all requisite action and will not violate any provision of law, any order of any court or other agency of government, the organizational documents of PROVIDER, any provision of any indenture, agreement or other instrument to which PROVIDER is a party, or by which PROVIDER's respective properties or assets are bound, or be in conflict with, result in a breach of, or constitute (with due notice or lapse of time or both) a default under any such indenture, agreement or other instrument, or result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the properties or assets.

31. WARRANTY

The Provider warrants to the County that all Services shall be performed in accordance with acceptable standards in the industry applicable to the Services. The Provider shall correct, at its sole cost and expense, any work reasonably deemed to be unsatisfactory by the County. The Provider warrants to the County that all Services shall be in strict compliance with the terms of this Contract, and all applicable governmental laws, rules and regulations.

32. RIGHTS IN DATA

The Provider shall be required to grant to the County, or its successors, a perpetual, non-exclusive, non-transferable, royalty-free right, in the County's name, to use any deliverables provided by the Provider under this Contract, regardless of whether they are proprietary to the Provider or to any third parties.

33. SOURCE CODE

The Provider, at no additional cost to Shelby County, shall place the entire set of source code for the proposed solution with an authorized escrow agent. Setting aside the software in an escrow account provides Shelby County a method of obtaining the software in the event the Provider ceases to market and support the proposed software. The Provider shall provide all information to Shelby County relevant to placing the software with an authorized escrow agent, ensuring the most recent version of the software is in escrow within a reasonable time after issuance of a new major release of the solution.

34. INDEMNIFICATION AND INSURANCE REQUIREMENTS

- a. The PROVIDER shall purchase and maintain, in a company or companies licensed to do business in the State of Tennessee, such insurance as will protect the COUNTY from claims which may arise out of or result from the PROVIDER'S operations under the Contract, whether such operations are performed by PROVIDER or by anyone directly employed by PROVIDER, or by anyone for whose acts the PROVIDER may be liable. In the event that PROVIDER utilizes a subcontractor in the performance of any of the Services hereunder, PROVIDER shall require such subcontractor to maintain the same insurance coverage and limits as provided herein, unless otherwise agreed by the COUNTY in writing.
- b. The PROVIDER will provide evidence of the following insurance coverage:

The PROVIDER/provider shall maintain coverage with limits of no less than:

- 1) *Commercial General Liability Insurance* \$1,000,000 limit per occurrence bodily injury and property damage/\$1,000,000 personal

and advertising injury/\$2,000,000 General Aggregate/\$2,000,000 Products-Completed Operations Aggregate. Shelby County Government, its elected officials, appointees and employees shall be named as additional insureds. The PROVIDER/provider should indicate in its bid whether the coverage is provided on a claims-made or preferably on an occurrence basis. The insurance shall include coverage for the following:

- a) Premises/Operations
- b) Explosion, Collapse, & Underground coverage, if applicable
- c) Products/Completed Operations
- d) Contractual
- f) Broad Form Property Damage
- g) Personal Injury and Advertising Liability

2) *Business Automobile Liability Insurance* - \$1,000,000 each accident for property damage and personal injury. Coverage is to be provided on all:

- a) Owned/Leased Autos
- b) Non-owned Autos
- c) Hired Autos

3) *Workers Compensation and Employers' Liability Insurance* - Workers Compensation statutory limits as required by Tennessee. This policy should include Employers' Liability Coverage for \$1,000,000 per accident.

4) *Professional Liability Insurance* - \$1,000,000 per claim/\$3,000,000 annual aggregate. Indicate if coverage is on occurrence basis or claims-made.

5) *Crime and Third Party Fidelity* - minimum limit of \$500,000 per employee, including Third Party coverage annual aggregate.

- c. All policies will provide for notice of non-renewal or termination to be given pursuant to the policy requirements. Additionally, PROVIDER shall provide thirty (30) days written notice to COUNTY of cancellation or material change in coverage provided.
- d. PROVIDER shall provide County with a current copy of the Certificate of Insurance at the time of contracting and shall maintain said insurance during the entire Contract period as well as provide renewal copies on each anniversary date. The certificate holder is to read:

ShelbyCounty Government
Purchasing Department
160 N. Main, Suite 550
Memphis, TN 38103

- e. Upon termination or cancellation of insurance currently in effect under this Contract, the PROVIDER shall purchase an extended reporting endorsement and furnish evidence of same to the County.

35. NOTICE

Any notices required or permitted to be given under the provisions of this Contract shall be effective only if in writing and delivered either in person to the COUNTY's authorized agent or by First Class or U.S. Mail to the addresses set forth below, or to such other person or address as either party may designate in writing and deliver as herein provided:

COUNTY: Shelby County Government
Information Technology Services
160 N. Main St., Suite 700
Memphis, Tennessee 38103
Attn.: Mr. Ed Raper

and

Shelby County Government
Contract Administration
160 N. Main St., Suite 550
Memphis, Tennessee 38103

PROVIDER: Tyler Technologies, Inc.
6500 International Pkwy, Ste. 2000
Plano, TX 75093

36. HIPAA

PROVIDER warrants to the COUNTY and State that it is familiar with the requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its accompanying regulations, and will comply with all applicable HIPAA requirements in the course of this Contract. PROVIDER warrants that it will cooperate with the COUNTY and State in the course of performance of the Contract so that all parties will be in compliance with HIPAA, including cooperation and coordination with COUNTY and State privacy officials and other compliance officers required by HIPAA and its regulations. PROVIDER will sign any documents that are reasonably necessary to keep the State and the COUNTY in compliance with HIPAA,

including, but not limited to, business associate agreements.

37. CONFIDENTIAL INFORMATION

a. Both parties acknowledge that, in dealing with individuals in the provision of the Services for COUNTY, any information provided to either party is confidential information. Both parties agree to hold all confidential information in strict confidence, and except as expressly set forth herein, will not use or disclose such confidential information to any third party(s), including but not limited to any corporation, company, group, partnership, agency or individual. Either party shall:

- i) Use the confidential information only in connection with the provision of the Services;
- ii) Disclose the confidential information only to its officers, directors, and employees who need to know the confidential information to accomplish the preparation of the audits and/or auditing process; and
- iii) Safeguard the confidential information with the same or greater degree of care to avoid unauthorized disclosure as that party uses to protect its own confidential information.

b. In the event that the party receiving confidential information ("Receiving Party") of the other ("Disclosing Party") or anyone to whom it transmits confidential information becomes legally compelled to disclose any of the confidential information, the Receiving Party will provide the Disclosing Party with prompt written notice before such confidential information is disclosed so that the Disclosing Party can seek a protective order or other appropriate remedy. Unauthorized disclosure of confidential information by either party shall result in immediate termination of the Contract.

38. ORDER OF APPLICATION OF CONTRACT AND SUPPORTING EXHIBITS

PROVIDER shall provide Services pursuant to the Contract in accordance with the terms and conditions set forth within the Shelby County Request for Proposal/Bids as well as the Response of PROVIDER thereto, all of which are maintained on file within the Shelby County Purchasing Department and incorporated in the Contract by reference.

It is understood and agreed between the parties that in the event of a variance between the terms and conditions of the Contract and any exhibit or amendment thereto and the terms and conditions contained either within the Request for Proposals/Bids or the Response thereto, the following order of precedence applies:

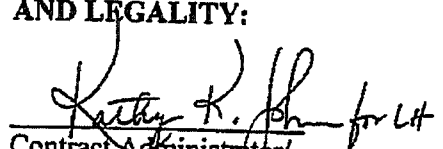
1. The Contract
2. The Response; and
3. The Request for Proposals/Bids

39. RIGHT TO MONITOR AND AUDIT

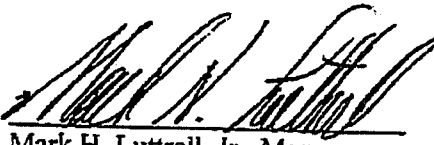
During all phases of the work and services to be provided hereunder the PROVIDER agrees to permit duly authorized agents and employees of the COUNTY to enter the PROVIDER's offices for the purpose of inspections, reviews and audits during normal working hours. Reviews may also be accomplished at meetings that are arranged at mutually agreeable times and places. The PROVIDER will maintain all books, documents, papers, accounting records, and other evidence pertaining to the fee paid under this Contract and make such materials available at their offices at all reasonable times during the period of this Contract and for three (3) years from the date of payment under this Contract for inspection by the COUNTY or by any other governmental entity or agency participating in the funding of this Contract, or any authorized agents thereof; copies of said records to be furnished if requested.

IN WITNESS WHEREOF, the parties hereto have set their signatures for the purposes contained herein, on the day and date first above written.

APPROVED AS TO FORM
AND LEGALITY:


Contract Administrator/
Assistant County Attorney

SHELBY COUNTY GOVERNMENT


Mark H. Luttrell, Jr., Mayor

TYLER TECHNOLOGIES, INC.

BY: 

TITLE: PRESIDENT, TYLER C&J

CORPORATE ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF COLLIN

Before me, the undersigned Notary Public, in and for the State and County aforesaid, personally appeared BRUCE GRAHAM with whom I am personally acquainted or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged himself/herself to be president or other officer authorized by appropriate Corporate action and/or Resolution to execute the preceding instrument of the ^{TYLER}~~TECHNOLOGIES~~ the within named bargainor, a corporation, and that he as such ~~CORPORATE OFFICER~~ executed the foregoing instrument for the purpose herein contained, by signing the name of the corporation by himself/herself as PRESIDENT.

Witness my hand and official seal at office this 12TH day of JUNE, 2013.

Tami Holland
Notary Public

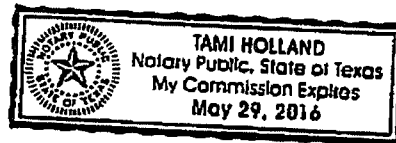


Exhibit A

Request for Proposals (RFP)

Exhibit B

RFP Response by the PROVIDER

Exhibit C

Statement of Work

Introduction

This Statement of Work (SOW) presents the phases, tasks, and activities that Tyler and Shelby County will execute to implement Odyssey within Shelby County for the Clerk of the Criminal Court and the Criminal Division of the General Sessions Clerk's Office. The project will consist of five (5) major phases, with each phase consisting of tasks and deliverables. Summaries of each of the major phases are described below:

Phase 1 – Project Initiation & Planning. This Phase involves Initiation of the project, planning the project and the fit analysis. This phase feeds all of the subsequent activities in the project: configuration, application refinements, infrastructure, integration, etc. and validates that the sequencing, timing, and scope of the project are correct.

Phase 2 – Solution Design and Development. This Phase includes the activities necessary to implement Odyssey. In this phase, Tyler will deliver any application changes that were identified and agreed to in Phase 1 for client review and testing. The base configuration developed and the data conversion will be finalized and tested.

Phase 3 – Solution Testing. This phase involves final system configuration and testing of the application, with converted data, to ensure the system is ready for go-live. It culminates with the completion and approval of User Acceptance Testing.

Phase 4 – Solution Deployment. This Phase focuses on those activities necessary to go-live on the Odyssey solution. Activities in this phase include go-live preparation, end-user training, implementation of the configured solution and go-live transition.

Phase 5 – Project Close-Out. This Phase includes those steps necessary to formally complete and close-out the project.

Project Overview

This Statement of Work covers the replacement of Shelby County's in house developed Court Case Management System, JSS. In conjunction with the replacement of JSS, Shelby County will also be replacing JMS - its current Jail Management System used by the Jail and IMS - the current Inmate Management System used by the Correction Center. The current JMS/IMS/JSS systems are tightly integrated with a custom written interface. The new iCJIS will be integrated using a service Oriented Architecture solution and an Enterprise Service Bus solution (Info Hub). Software AG's webMethods will be the Info Hub solution and Global Tel*Link's DSI Offender Management System will be implemented for the Jail and

the Correction Center. New Dawn's JustWare will be used for Case Management by the Public Defender's Office and the Attorney General's Office.

The new Offender Management System, the Court Case Management System and the Public Defender CMS will be part of the Enterprise Service Bus solution (Info Hub) as well as integrated with Shelby County's current document management solution, OnBase. These systems will be so integrated that a single system will not be able to go live without the data exchanges in place from the other iCJIS systems. The timelines of the Court System Statement of Work is dependent upon the timelines of the other iCJIS partners. Any changes by the iCJIS Executive Committee to amend the current "lights out" strategy to any sort of phased approach or timeline extension may result in a change to this Statement of Work.

Project Participants

The project will involve several groups of participants. These groups are defined in the following table:

Group	Composition
iCJIS Executive Committee	Provides oversight to the Project Director for the overall project. Comprised of decision makers from all criminal justice areas, this committee approves all publications, selections, resolves any operational change vs. software change issues, and allocates resources for project support.
Project Director	County employee, appointed by the Mayor, responsible for the day to day management of the overall project.
Court Executive Team	This group consists of the executive leadership of the court to include, but not be limited to, the Court Administrator, Deputy Court Administrator, Court IT Director, and Presiding Judge.
Court Project Team	This group consists of the court's project manager and other core project staff.
Court Technical Team	This group consists of the Court's IT director and other IT staff tasked on the project.
Project Management Office (PMO)	The PMO is a joint group consisting of the Project Managers and Executives from both Tyler and the court.

Project Scope Summary

1. APPLICATION SCOPE

- The project will include the implementation of those Odyssey product centers and features outlined in the Software License Agreement.
- The implementation will include reviewing Tyler's electronic payments portal and payment processing service during the Fit Analysis with Shelby County Information Technology Services and to compare it with utilizing a Shelby County supported electronic payment web service. At Shelby County's direction, Tyler will implement its electronic payments portal and payment processing service or interface with the County's web service, once it is developed.
- The project will implement the current version of Odyssey, with those application changes identified during the Fit Analysis as necessary to support Shelby County's business, as outlined in the functional requirements of the Request for Proposals. All development work identified in the functional requirements of the RFP will be reviewed as part of the Fit Analysis. A quote will be provided for each development item and Shelby County will evaluate each for cost efficiency and a decision made whether to proceed and if the requirement is required for go-live or can be provided after go-live.

2. CONVERSION SCOPE

- Tyler will perform data conversion from Shelby County's current Case management system, JSS, into Odyssey. The Conversion will be performed in phases, consistent with the phasing in the project approach.
- Shelby County IT staff will perform the extraction of data from JSS into files and provide full documentation for the files. Tyler will develop the scripts to allow mapping of data into Odyssey.
- Shelby County subject matter experts will be responsible for review of converted data.
- Shelby County will be responsible for correction of legacy data that may be necessary to permit automated data conversion.

3. INFRASTRUCTURE SCOPE

- Shelby County will provide the servers and network infrastructure necessary to operate the Odyssey application, consistent with specifications provided by Tyler.

4. INTEGRATION SCOPE

- The project will include installation of the Odyssey Translation Bus, which will provide a standardized set of integration data services. These services will be the interaction point between the courts' data system and the County's Enterprise Service Bus (ESB), or Hub.
- Integration services to be provided by Tyler include:
 - Hub Interfaces

- Quasi-real time publishing of data in Tyler defined, NIEM 2.1 compliant messages to the County's Hub/ESB
- Real-time data queries from the County's Hub/ESB to Odyssey in Tyler defined, NIEM 2.1 compliant message formats
- Real-time data-update services (e.g. add hearing, update warrant status) from the Hub/ESB to Odyssey in Tyler defined NIEM 2.1 compliant message formats
- The transport method for these exchanges will be Tyler defined web services
- Direct Exchanges (non-hub)
 - Batch file extracts from Odyssey, run on a scheduled or requested basis to network shares for consumption by other vender's application.
 - The format of these data exchanges will be defined by the county or the vender for which the direct exchange is with
- A list of the integration points that are in scope for this project are included as Appendix C. For the Hub/ESB exchanges, all data translations that need to be done in order to map data from Odyssey to the Hub/ESB and other agencies integrated via the Hub/ESB will be performed by the County's System's Integrator, which at the time this document was written has yet to be awarded. These translations include:
 - Code translations (e.g. offense codes, docket codes, case type codes, etc.)
 - System identifier translations (e.g. unique system specific identifiers such as those used to uniquely identify a party or a case, etc.)
 - Message format translations (e.g. translations resulting from slightly different implementations of the NIEM 2.1 standard)

Project Approach

Phase 1 – Project Initiation & Planning

At contract execution, a Tyler regional project manager and project manager will contact Shelby County's designated project manager. During this time, they will work together to identify key personnel who will to be brought into the project preparation process and the fit analysis, gather information and begin to schedule meetings in preparation for the fit analysis. As detailed in the response to the RFP, the county will procure and install the appropriate hardware needed to support the implementation prior to project kickoff. This activity must be completed prior to the start of formal project activities.

This time is also reserved to develop the project charter and review the statement of work, the requirements specifications, the contract, and additional information available to the Tyler project team. If needed, the project teams will review areas of question and develop action plans to address them before transitioning to Phase 1.

Project deliverables produced during this stage of the project include the Project Charter, the Project Management Plan and the Communication Plan.

Deliverable or Activity	Party Responsible	Description
Schedule Project Kickoff Meeting for the Court Executive Team	Tyler	Tyler will prepare and deliver a kickoff presentation to the Shelby County Court Executive Team. This meeting signifies the start of the project. During the meeting, Tyler will present a high level overview of the Court Project, resource needs from the County and best practices.
Schedule Project Kickoff Meeting for Court Project Team	Tyler	Tyler will prepare and deliver a kickoff presentation to the Shelby County Court Task Group. During the meeting, the joint teams will review the project organization, project tracking and reporting tools, implementation lifecycle, and product development lifecycle.
Project Charter	Shelby County	Authorizes the work of the project to begin and gives the Project Management Office the authority to manage the project. This document will include a description of the intent of the project and expected results for the project. It will also outline the governance model and processes.
Project Management Plan	Tyler	Documents the extent of the work to be done in implementing the project. This will include high level tasks, as well as further definition of the scope of the work to be performed. It will include definitions for project management, infrastructure, configuration, integration, development, change management,

Deliverable or Activity	Party Responsible	Description
		reporting, go live, post-implementation activities, support, roles and responsibilities, and any other items the joint project management office deems critical to the success of the project
Communication Plan	Tyler	Documents the flow of communication within the project. This includes communication between Tyler and Shelby County resources, as well as those who need to be informed and in what situations
Identify Project Team	Both	
Procure and Configure Server Environment	Shelby County	Purchase and configure 3 server environments, Development, Training, and Production.
Human Resource Plan	Shelby County	Data conversion SMEs, Training, Fit Analysis participants
Identify Application Administrators	Shelby County	Identify Odyssey administrators from PreTrial, Criminal Court, General Sessions and Information Technology Services
Complete Scenario Workflow Templates for Fit Analysis	Shelby County	Outline, at a high level, the major processes for the planned case types
Conduct Fit Analysis	Tyler	Meet with Court section SMEs
Schedule SMEs for Fit Analysis	Shelby County	
Architecture Plan for each Environment	Tyler	Prepare plan for Production, Test, Replication and Development environments. Prepare architecture requirements for Disaster Recovery and Business Continuity
Requirements	Shelby County	

Deliverable or Activity	Party Responsible	Description
Management Plan		
Schedule Odyssey Basics Training Class	Shelby County	Coordinate training location and required participants that will participate in the Fit Analysis.

Project Kick-Off

Tyler will prepare and deliver a kickoff presentation to the Shelby County project team. This meeting signifies the start of the project. Additionally, Tyler will introduce its implementation methodologies, terminology, and best practices to the Shelby County project team. This will also present an opportunity for project managers and project sponsors to discuss the type of metrics and status reporting to be used to measure project progress and manage change. The project team will leave the kickoff with an understanding of the approaching project activities and their respective roles within each of the activities.

Operational Fit Analysis - Overview

During the fit analysis, the Shelby County project team and Tyler will examine each of the key areas of the project implementation. These areas include –

- Business processes,
- Reports,
- Infrastructure, and
- Required enhancements.

The fit analysis begins with Shelby County completing scenario workflow templates that outline, at a high level, the major processes for the planned case types. Tyler will work with Shelby County team members on this task and then arrange the scenarios into a schedule for the on-site fit analysis.

Prior to the on-site fit analysis, Tyler will conduct an Odyssey Basics training class for all the Shelby County participants who will be involved in the fit analysis. This will give the participants a fundamental understanding of Odyssey and its functionality. It also helps the participants begin to understand how Odyssey's capabilities can be used prior to participating in the fit analysis.

During the on-site fit analysis, a Tyler analyst will demonstrate the use of Odyssey to perform the Shelby County business scenarios. Through this process, the team will jointly determine the "fit" between current practices and Odyssey functionality. The project teams will use the output from the fit analysis to validate the solution, the project approach and the phased delivery of the project plan. At the completion of the fit analysis, the project team will review the findings with senior leadership and determine the resolution to any gaps identified. Project deliverables coming out of this activity will include the Fit Assessment Report and Application Development Plan.

Business Process

Working with the Shelby County project team, Tyler will review the functional requirements and a series of representative cases. Tyler will demonstrate existing functionality in the Odyssey Case Management System using these representative scenarios and functional requirements. During this operational analysis, the joint project teams participate by reviewing the functionality and determining the fit of any proposed solutions.

Proposed solutions and any gaps identified are documented for review and action at the closure of the fit analysis. The outcome of each identified gap will have one of three actions:

1. Implementing a change to the existing practice to accomplish the same objective, without a modification to the software;
2. Identifying a solution that can be accomplished through configuration; or
3. Identifying a modification to Odyssey to satisfy the requirement. Such a modification will have a separate scope and estimate.

The fit analysis results will be reviewed with Shelby County senior leadership, with actions decided for each of the gap items. The results are also prioritized and a determination made as to whether each is to be delivered prior to go-live or can be delivered after go-live. This prioritization allows for planning the development into releases that will support the project schedule.

Reports

Tyler and Shelby County will conduct a review of reports to identify those that are a candidate for Enterprise Custom Report (ECR) development. A plan will be developed that identifies the reports to be developed and which party has responsibility for the development of each report.

Infrastructure

Upon contract award and prior to the start of project fit activities, Tyler will work with the Shelby County infrastructure team to evaluate the current status of the environment. It is an assumption of the project plan that all network and server infrastructure will be in place for the start of onsite fit activities.

Integrations

As part of the operational fit analysis, the project teams will examine each of the integration projects to determine if there are any additional integration points (in addition to the ones listed in Appendix C of this document) that are needed to fulfill business requirements. Tyler will provide a cost estimate for any additional integration points that are needed.

Tyler will provide the county with an Integration Delivery Plan document that details the scope and approach for all interfaces. The County will review, provide feedback, and ultimately approve the document.

Once the delivery plan is finalized, the County and Tyler will exchange message specifications for the various exchanges in order to allow the other to begin development.

Hub/ESB Exchanges

- Tyler will provide the County with specifications, message formats, transport methods, schemas, and examples for the NIEM 2.1 complaint messages that are in scope.

Direct Exchanges (non-hub)

- The County will provide Tyler with specifications, message formats, transport methods, and example data for each of the direct exchanges that are in scope.

Phase 1 Closure

Phase I is completed with delivery from Tyler of the following deliverables –

Deliverable	Description
Project Management Plan	Documents the extent of the work to be done in implementing the project. This will include high level tasks, as well as further definition of the scope of the work to be performed.
Communication Plan	Documents the flow of communication within the project. This includes communication between Tyler and Shelby County resources, as well as those who need to be informed and in what situations.
Fit Assessment Report	Report capturing the results of the Fit Analysis. This report will include: <ul style="list-style-type: none"> - Summary of the Application Fit Assessment Results - Prioritized listing of Application Gaps and estimated development costs - Summary of the Integration Fit Assessment
Application Development Plan	Report detailing application development projects needed and a schedule of development and delivery for these projects This will also include guidance for preparation of a test plan for testing of the application development projects upon their delivery to Shelby County's Test environment
ECR Report Plan	Plan detailing all required Court Reports and identifying which are already included in Odyssey, the ECR reports that will be developed and the party responsible for developing each report.
Architecture Plan	Plan detailing server setup for three environments, Development, Training and Production as well as architect guidance for meeting Shelby County's disaster recovery and business continuity requirements

Phase 2 –Solution Design and Development

Required Development

Working from the results of the fit analysis, the project team will have a set of approved development projects needed for the implementation. Each of the development projects will have a scope and estimate that has been approved by Shelby County leadership.

For each approved development project, the first step in the development process is the preparation of a conceptual process design (CPD). The CPD describes the business problem and how it will be addressed in Odyssey. It “tells the story,” in addition to outlining the technical solution. The goal is to ensure that the requirements have been properly translated into a design that solves the business problem. The CPD is reviewed with the client either through a WebEx session or an on-site. If necessary, modifications are made to the CPD. During the CPD process, the original sizing estimate completed during the fit assessment is reviewed and an updated CPD and estimate are prepared for approval by Shelby County. Certain enhancement requests will require Shelby County to take part in additional enhancement design/review meetings held throughout the development cycle. Because this process adds overhead to the development cycle, it is ideal for larger enhancements or enhancements where the Tyler team feels there is a higher than normal risk of missing a requirement.

The Tyler project manager will communicate anticipated release and review periods with the Shelby County project manager. Additional activities, including configuration, testing, and enhancement approval, will be performed as part of the development release cycle.

Deliverables will include CPD Documents and Phase 1 Development Project Delivery to the Test Odyssey environment.

Deliverable	Parties Responsible	Description
CPD Documents	Tyler	Conceptual Process Design Document for each application development project. This document describes the software modification in sufficient detail to understand the specific modifications requested by the County.
Development Project Delivery to the Test Odyssey Environment	Tyler	Delivery of all Phase 1 development projects to the Test Odyssey environment for Shelby County project team testing

Deliverable	Parties Responsible	Description
Data Conversion	Tyler	Import court data to Odyssey applying data retention criteria
Develop User Acceptance scripts/tests for Custom Development	Tyler	Acceptance test for application custom developments
Develop conversion Acceptance Test	Tyler	Shelby County and Tyler will jointly develop agreed upon conversion acceptance test
Develop Interface Acceptance Tests	Tyler	User acceptance tests for bus and direct interfaces with Odyssey.
JSS Data Extract	Shelby County	Will provide all court data from existing Court database
Data Retention Requirements	Shelby County	Identify data retention policy for Court information to be imported into Odyssey from the old system.
Integration Development Project Delivery to the Test Odyssey environment	Tyler	Delivery of all Phase 1 integration development projects to the Test Odyssey environment for Shelby County project team testing
Develop User Training Plan	Tyler	Develop Odyssey user training plan that outlines the training approach, schedule of classes to be provided and training participants
Develop Administrator Training Plan	Tyler	Develop Odyssey administrator training plan that outlines the training approach, schedule of classes, and participants
Schedule Training Resources	Shelby County	Schedule training space, trainees and trainers when specified by the training plan

Integration Development

Tyler, the County, Software AG, and the County's systems integrator will collaborate to develop the integrations in accordance with the Integration Delivery Plan that was developed approved in phase 1 of the project.

Hub Interfaces

- Tyler will develop/configure the NIEM 2.1 compliant messages that are outlined in Appendix C of this document.
- The County's system integrator will perform any data translation that is necessary to map these messages to the County's Hub/ESB, with consulting help from Tyler

Non-Hub Interfaces

- Tyler will develop direct exchanges that meet the format of the opposite vender or agency, unless an alternate approach is determined in the fit assessment.

Configuration

The configuration team will reuse process scenarios and definitions prepared and information learned during the fit analysis as the starting point for the configuration/workflow activity. During this activity, the lead business advisor, Subject Matter Experts (SMEs), and Tyler configuration team will review and document the case processing workflow in Odyssey. Tyler will prepare the teams participating in configuration with a series of workshops. The workshops focus on the areas of configuration, forms, reports, and process review and design. Each workshop has been set up to instruct participants on best practices for performing each of the functions. The purpose of the configuration workshop is to jointly configure the system with the county's SMEs.

Tyler's goal for the configuration workshop is to leave the Court with a 90 percent configured system, feeling confident that the county's SMEs can configure the remaining portion of the application. Remaining configuration typically includes decisions that need more thought or items that are part of the new development. After the configuration workshop, the Shelby County team will feel comfortable working through the remaining decisions with Tyler. It should be noted that the base configuration will need to be completed prior to the beginning of conversion related activities. The configured code base within Odyssey will facilitate an easier conversion cycle and higher quality conversion data reviews.

Tyler's approach for forms, reports, and process review and design takes a little longer. These workshops communicate the major and important points, but the workload documenting each is more labor intensive and is extended over a longer period than the base product configuration.

For the code configuration, forms, reports, and process review workshops, the project managers will be diligent in monitoring the output of the sessions. At the end of the configuration/workflow design milestone, the teams will have successfully configured the Odyssey CMS and defined selected critical processes. Additionally, the county team will be confident in its ability to support and make changes to the configuration to meet new business needs.

Conversion Development

Initial conversion activities will begin shortly after the fit analysis is complete. Tyler and Shelby County will assemble a high level conversion team that will be in place throughout the project.

To help Tyler understand the different data conversion conditions, Tyler will conduct a data conversion mapping workshop. Like other workshops, this has a formal structure to help both teams understand all the elements involved with the conversion. In addition to understanding the structure and conversion techniques, the workshop enables the teams to organize their team structure formally, deciding who is doing what and when.

Tyler has developed a world-class Conversion Toolkit Framework, which has been expanded and enhanced based on hundreds of our successful conversions. The Framework is kept current with Odyssey releases and service packs. It has tools that allow for validation of the data and also to verify that no data has been left behind.

The Conversion Toolkit Framework supports all the Odyssey products and Tyler has incorporated functions into the Framework and the core Odyssey product to facilitate mass or individual party merge capabilities. This is critical when dealing with data coming from legacy systems that are not party-based. Without this capability, the new system is unable to provide the true benefit of a party-based system to the user.

Tyler has a dedicated conversion team, separate from the Odyssey product or integration developers. The conversion team has two objectives: performing successful conversions to Odyssey and maintaining and enhancing our conversion tools. This is the only focus of the 17 database administrators on our conversion team. Tyler fully recognizes that data conversion is critical to the success of any justice implementation and requires the dedication of professionals focused on this challenge.

Conversion Cycles

After the initial conversion push, the conversion team will go through conversion cycles massaging data, reviewing data, and comparing data elements in the Shelby County legacy system with same data elements in Odyssey.

To complete the conversion cycle for the go-live, the conversion team will work with the business team performing a complete data conversion and data validation. To complete this task, the teams will complete several cycles completing the following tasks for each cycle:

- Execute conversion scripts pushing data to configured site
- Review data with lead business advisor and subject matter experts
- Document data exceptions and business rules to be applied
- Document schema mapping, assumptions, and decisions applied to converted data
- Identify and document source data to be cleaned up prior to the next conversion run
- Update scripts as needed to influence different or additional data behavior

It is very common to find issues with the conversion in its initial cycles. As the issues are identified, the teams will update scripts and conversion routines as necessary to create the desired output. The teams will repeat this cycle until the joint teams agree that the conversion routines and the physical data have been validated for production. This iterative process will recur until the data is production-ready. Historically, our conversion teams run three to four cycles before the business has approved the data conversion for the go-live transition. Once the data has been validated, the team will stage the conversion routines and any procedural instructions for the transition to Odyssey.

The physical data conversion development will be performed at the Tyler office in Plano, Texas. This minimizes the need to secure and utilize network resources to perform the bulk of our conversion programming.

For each conversion push, we will push the data to a conversion environment maintained on the client's servers. This will allow for subject matter experts and end users to compare converted data locally with their existing application data and verify its accuracy.

For the initial data push, Tyler staff will be on site to conduct a joint data review. Included with this review will be training on documenting of conversion issues to facilitate efficient and accurate data fixes by Tyler conversion staff.

The last push will be focused primarily on any data elements dependent on custom application development (i.e., judgment information, etc.).

Training Plan

Training/implementation teams will be formed that consist of both Tyler and Shelby County resources. The joint training/implementation team will be responsible for developing the training plan, building training materials that incorporate procedures and expected process changes, coordinating training schedules, and performing the training.

Phase 2 Milestones

Milestone	Description
Functional Approval of Development Projects	Functional approval by Shelby County's Project Manager for all application development projects needed for the implementation of Phase 1
Agreed upon	Acceptance tests for development and interfaces

Milestone	Description
Acceptance Tests	
Functional Approval of Integration Development	Functional approval of all integration development projects needed for the implementation of Phase 1, to be signed by Shelby County's Project Manager
Case Manager Workshop Completion	Completion of the Case Manager Workshop, to be delivered on site by Tyler personnel to Shelby County's Court and PreTrial subject matter experts
Security Workshop Completion	Completion of the Security Workshop, to be delivered on site by Tyler personnel to Shelby County's Court and PreTrial subject matter experts
Forms Workshop Completion	Completion of the Forms Workshop, to be delivered on site by Tyler personnel to Shelby County's Court and Pretrial subject matter experts
Conversion Logic Approval	Approval and acceptance of the conversion logic to convert all specified legacy data to representative data fields within Odyssey, along with any associated business rules

Phase 3 - System Testing

After conversion is complete, the joint project teams will begin performing the final configuration. This is similar to the activities performed over a go-live weekend. These final configurations include updating items such as the case number pools, next receipt numbers and judicial pool paths.

Using predefined scenarios and business workflow documentation, the business teams will work to test end-to-end processes through the system. Each area of the application is carefully tested; results are collected and reviewed. If issues are found, they are documented and addressed. Mitigation procedures promptly begin to address any items prior to the start of end user training.

Special attention should be given to this activity. Best practice traditionally has been to treat this activity as a mock go live, simulating the upcoming milestone go live event.

The goal for end user acceptance testing is a full end to end test cycle. This testing will verify that all aspects of the project (configuration, forms configuration, security configuration, conversion, development, and integration) are working seamlessly. Testing cycles should be completed on both converted and new case data, and verify the system is operating at the expected level needed to support an end user go live.

This activity serves several purposes. Collectively the teams have performed a mock go-live. This will give the project management team a solid view of activities and issues that will arise over the go-live weekend. Running the predefined scenarios through the new site, the lead business advisor and SMEs are able to validate end-to-end functional processes including any integration packages.

Deliverable	Parties Responsible	Description
User Test Scripts for UAT	Shelby	Development of test scripts that will be used to test the application.

Milestones will include Phase 1 Business Process Testing Approval.

Milestone	Description
User Acceptance Testing	Completion and approval of business process testing, including verification of configuration, conversion, development, and updated business process procedures for Phase 1
Court Interface user Acceptance	Site acceptance of all Court interfaces included in Phase 1

Phase 4 – Solution Deployment

Go-Live Preparation

A successful go-live begins with detailed planning of the activities, including timeframes, and decision points necessary to ensure predictable results. This reduces the risk involved in the phase transition to Odyssey.

To arrive at this point, Shelby County and Tyler will have successfully completed each of the following project milestones:

- Required enhancement development
- Required integration development
- Solution configuration
- Process review and/or design
- Base data conversion
- Data conversion and data checkout
- Integration validation
- End-to-end functionality review and validation

Training

After successfully completing this milestone, the project team will formally agree to move forward with the planned go-live. Once the go-live is scheduled, the first activity will be to

train the subject matter experts. Using the training plan previously reviewed and approved, the project management team will initiate the training activities.

Training materials and the course plan are organized through a series of modules that focus training on the subject matter experts' specific job functions.

Once the subject matter expert training has been completed, Tyler's training staff will proceed with end user training. This training will focus on the specific job functions of the end users, and tailored to the business processes of the court.

Training is administered to minimally impact the day-to-day operations of each office. The schedule and plan are created with area supervisors so that the operation of the office can continue during training.

Go-Live Transition

To assist with the actual go-live transition, the project management team will add personnel to the project team. In coordination with Shelby County, Tyler will engage additional project implementation personnel, conversion personnel, integration specialists and/or support personnel. Additionally, Shelby County may be interested in having key personnel on call through this period. The composition of the project team will need to be determined closer to the go-live, after review of special conditions that may be present, and based on the availability of Shelby County personnel to fill these roles.

The weeks prior to and after the go-live will be planned in detail. This includes activities regarding configuration, environments, data conversion, operations, court calendars, and personnel. The Shelby County and Tyler project managers will establish the go-live plan and the method by which its status will be communicated to all involved.

For every system go-live, Tyler strives to maintain business continuity and minimize downtime during regular business hours. One preferred strategy is to start the process on Friday and finish by Monday morning, allowing for maximum use of non-business hours for go-live activities.

For this scenario, data conversion run times are known well in advance, and go-live planning is adjusted accordingly. The data conversion starts after the legacy system is shut down for processing on Friday. If possible, it is preferred to shut down earlier on a Friday and hold over some of the work for processing in the new system. Even if the normal Friday close time is adhered to, some work needs to be retained for processing on the new system over the weekend.

System validation and checkout should be conducted immediately following conversion completion, generally on a Saturday. A reduced Shelby County workforce will be available for data entry in all areas of the case types on Sunday, around mid-morning. This allows for maximum focus on procedural, workstation, security, training and system issues, and these

can be addressed without the public standing at the counter waiting. Effectively, the system is live on Sunday and available to the clerk staff. The clerk staff should complete all work Sunday that was manually processed or logged by the clerk staff the previous Friday when the legacy system was unavailable. This allows the clerk staff to focus on new document filings Monday, reducing or eliminating backlog from the shutdown the previous Friday.

Deliverables will include a Go Live Transition Plan.

Deliverable	Responsible Party	Description
Go Live Transition Plan	Tyler	Detailed task list for Go Live Weekend activities, including task, estimated duration, and task owner
Facilitate User Training	Tyler	Conduct Odyssey user classes
Facilitate Administrator Training	Tyler	Conduct Odyssey admin classes
Provide User Trainers	Shelby County	Schedule instructors to help facilitate end user training

The milestones for this phase will be the Implementation Acceptance.

Milestone	Description
Phase 1 Implementation Acceptance	Acceptance / acknowledgment of a successful implementation by the Shelby County Project Manager
Delivery of User Training	95% of all user training has been conducted as outlined in the End User Training Plan
Delivery of Administrator Training	95% of admin training has been conducted as outlined in the Administrative Training Plan

Phase 5 – Project Conclusion

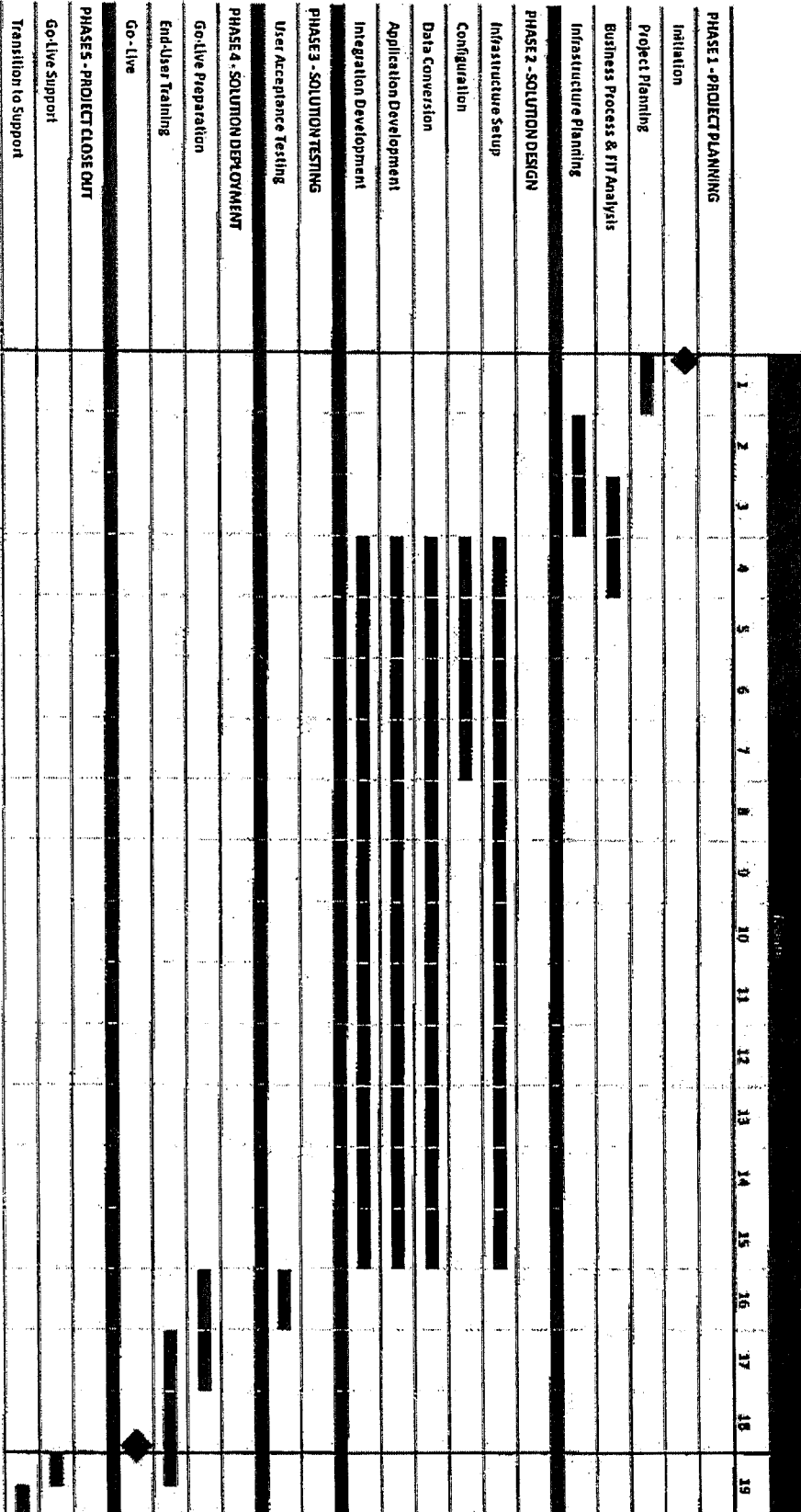
This phase represents project completion, and will signal the conclusion of implementation activities.

Milestones will include Shelby County Odyssey Implementation Completion.

Milestone	Description
Shelby County Implementation Completion	Acceptance / acknowledgment of completion of Odyssey Implementation Project activities by the Shelby County Project Manager

Appendix A – Project Schedule

This appendix presents the project schedule as shown in the Gantt chart below.



Appendix B – ECR Reports

Tyler Technologies is partnering with Memphis based Customized Solutions Company (CSC) to provide Shelby County with assistance in the area of Enterprise Custom Reporting (ECR) development. Carl Person is the managing partner at CSC and is a LOSB vendor in good standing with Shelby County. As a sub-contractor to Tyler Technologies during this engagement, the services CSC provides will allow Shelby County staff to focus on the implementation and migration to Odyssey. After the implementation is complete, CSC will continue to provide value to Shelby County by offering a local resource to support the custom reports that were created as part of the project and any future reports.

The specific list of reports to be developed as Enterprise Custom Reports has not been identified at the time of this Statement of Work and will be defined during the Fit Analysis. This SOW includes a total of 1100 hours for the ECR effort to be used as defined in the table below -

Description	Estimated Hours
ECR Training	24
Consulting and Support	76
Forms Development	1000

Once the reports are identified, the actual hours will be adjusted as required through a Change Order.

Appendix C – Integration Messages

The following list of exchanges is the result of analyzing the list of needed exchanges as defined by the client in the document labeled “Exhibit F”, which is included at the end of this document.

Hub/ESB Exchanges (in NIEM 2.1 Compliant Message Formats).

ID	Name	Exhibit F Reference	Exhibit F Reference Detail	Direction	Mechanism	Frequency	Included Data (high level)
H1	Query Case Data	801		Outbound	Pull	On Demand	Case Number, Case Style, Case Assignment, Case Status, Case Charges, Case Attorneys, Defendant Name, Defendant Aliases, Defendant Demographics, Defendant Other Agency Numbers (RNI), Future Hearings, Outstanding Warrants, Jail Custody Status, Bond Set Amount, Subpoena Information
H2	Publish Case Data	801		Outbound	Push	Real Time	Case Number, Case Assignment, Case Status, Case Charges, Case Attorneys, Defendant Name, Defendant Aliases, Defendant Demographics, Defendant Other Agency Numbers (RNI), Future Hearings, Outstanding Warrants, Jail Custody Status, Bond Set Amount, Subpoena Information
H3	Query Case Balance	806		Outbound	Pull	On Demand	Defendant Name, Defendant Demographics, Defendant Other

							Agency Numbers (RNI), Citation Data, Charge Data, Fines/Fees Due
H4	Create Criminal Case	811	<ul style="list-style-type: none">Person is arrested and charged in jailUpon IndictmentIndicted Not In Custody	Inbound	N/A	On Demand	Defendant Name, Defendant Address, Defendant Demographics, Defendant Employment, Case Assignment, Case Type, Charge Data, Booking Number
H5	Add Criminal Case Charge	811	<ul style="list-style-type: none">Inmate gets an additional charge while in custody	Inbound	N/A	On Demand	Case Identifier, Charge Data
H6	Add Criminal Warrant	811	<ul style="list-style-type: none">Inmate has warrantIssues capias	Inbound	N/A	On Demand	Case Identifier, Warrant Data
H7	Add Case Attorney	811	<ul style="list-style-type: none">Prosecutor assigned to the case	Inbound	N/A	On Demand	Case Identifier, Attorney Data, Attorney Connection
H8	Add Case Cross Reference Number	811	<ul style="list-style-type: none">Upon entry of AG Number	Inbound	N/A	On Demand	Case Identifier, Cross Reference Type Code, Cross Reference Number
H9	Add Document	811	<ul style="list-style-type: none">Booking Photo	Inbound	N/A	On Demand	Case Identifier, Document
H10	Update	811	<ul style="list-style-type: none">Jail clerk corrects or	Inbound	N/A	On	Charge Identifier, Charge Data

	Charge		deletes an erroneous booking number on a case already in the booking process			Demand	
H11	Update Party	816		Inbound	N/A	Real Time	
H12	Publish Warrant Data	821		Outbound	Push	Real Time	Warrant Data, Warrant Status, Party Name, Party Demographics
H13	Publish Party Data	826		Outbound	Push	Real Time	Party Name, Party Other Agency Numbers (RNI), Party Demographics
H14	Add Custody Status	831 851		Inbound	N/A	On Demand	Party Identifier, Custody Information, Release Information
H15	Publish Case Created	836		Outbound	Push	Real Time	Defendant Name, Defendant Demographics, Case Number, Case Style, Case Assignment, Case Status, Charge Information
H16	Publish Create Citation	841		Outbound	Push	Real Time	Defendant Name, Defendant Demographics, Case Number, Citation Number, Case Style, Case Assignment, Case Status, Charge Information, Future Hearings
H17	Publish Statute Code	846		Outbound	Push	Real Time	Statute Code Information

	Change					
H18	Publish Case Status Change	861		Outbound	Push	Real Time
						Defendant Name, Defendant Other Agency Number (RNI), Release Order (docket entry), Sentence Information, Warrant Information

Outbound Real Time Message Publish Triggers

ID	Name	Triggers
H2	Publish Case Data	<ul style="list-style-type: none"> • court case is created, reopened or disposed • court division is assigned or modified • disposition on a charge is changed • court date is assigned or modified • charge is modified/added to an existing case • public defender is assigned/or defendant indigent • prosecutor is assigned • Defendant address is updated • bond is set or modified • Alias added to party
H12	Publish Warrant Data	<ul style="list-style-type: none"> • Court issues bench warrant, capias forfeiture or capias not in custody warrant on an existing case • Judge orders recall of bench warrant • Court clerk reactivates warrant cleared in error • Warrant cleared due to arrest • Warrant is expired
H13	Publish Party Data	<ul style="list-style-type: none"> • Court clerk modifies demographic details on case with unverified RNI
H15	Publish Case Created	Case is created due to:

		<ul style="list-style-type: none"> • Traffic ticket • Municipality bind over • Misdemeanor citation • Criminal summons • Order of protection • Civil summons • INC indictment • Non arrest indictments
H16	Publish Create Citation	<ul style="list-style-type: none"> • RNI appearance date scheduled upon misdemeanor citation entered in CMS
H17	Publish Statute Code Change	<ul style="list-style-type: none"> • Statute Code Added • Statute Code Edited
H18	Publish Case Status Change	<ul style="list-style-type: none"> • Housed in Jail AND • Bond is satisfied • Inmate is released without charge • Inmate is released on own recognizance • Court case is disposed or sentenced • Warrant is dismissed • Judge orders the defendant released • Case was entered in error <p>Housed in Correction Center AND</p> <ul style="list-style-type: none"> • Court case is disposed or sentenced • Disposition on a charge is changed • Charge is modified/added to an existing case • New court case created

Direct Outbound Exchanges (non-hub)

ID	Name	Exhibit F Reference	Receiving Vender/Agency	Mechanism	Frequency	Notes
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D1	Predictive Dialer GS notification	866	Predictive Dialer	Scheduled	Daily	See Exhibit F
D2	Expunge criminal court records from OnBase	871	OnBase	Scheduled	Daily	See Exhibit F
D3	Flag INC documents as viewable in OnBase	876	OnBase	Scheduled	Daily	See Exhibit F
D4	TDOS - Traffic Tickets / Abstracts of Conviction	896	TDOS	Scheduled	Weekly	See Exhibit F
D5	TDOS Failure To Pay Suspension and Withdrawals	901	TDOS	Scheduled	Weekly	See Exhibit F
D6	TDOS - HP Traffic Tickets	906	TDOS	Scheduled	Weekly	See Exhibit F
D7	TDOS - Traffic Defensive Driving	911	TDOS	Scheduled	Weekly	See Exhibit F
D8	TDOS - Traffic Mandatory Suspensions -	916	TDOS	Scheduled	Daily	See Exhibit F

	paid in full					
D9	TDOS - Traffic Mandatory Suspension - Indigent	921	TDOS	Scheduled	Daily	See Exhibit F
D10	TBI Automated Final Dispositions	926	TBI	Scheduled	Daily	See Exhibit F
D11	Court sends court dates to Subpoena System	931	Subpoena (SCSO)	Scheduled	Daily	See Exhibit F

Exhibit D**Costs and Fees**

Software		Cost
Software Licenses - Odyssey Product Centers		\$1,217,900
Odyssey Case Manager - Criminal	included	
Odyssey Supervision	included	
Odyssey Financial Manager	included	
SessionWorks - Judge Edition	included	
SessionWorks - Clerk Edition	included	
API Toolkit - Case Manager	included	
Electronic Signatures	included	
Record on Appeal	included	
Odyssey Public Access	included	
Third Party Software		
Neviadocu Printer Pro and SDK v6.2		\$79
Total License Fees		\$1,217,979
Services		Cost
Project Management		\$432,000
Consulting & Implementation Assistance		\$134,400
Installation: Site Preparation, Acceptance & Test, etc...		\$20,400
Training, Go-Live Assistance and Follow-up Training		\$162,000
Data Conversion		\$165,000
Reports		\$123,000
Integration		\$467,400
Development from Section 2.5 (functional matrix)		\$841,500
Services		\$2,345,700
Other Costs		Cost
Performance Bond		\$53,277
Project Total		\$3,616,956

Annual Maintenance and Support	Cost
Year 1	\$0
Year 2	\$255,776
Year 3	\$263,449
Year 4	\$271,352
Year 5	\$279,493

Exhibit E**Payment Milestones**

Task Name	Estimated Completion Date	Payment	Quarter	Payment Milestone
CONTRACT EXECUTION				
Issue Licenses	7/22/2013	\$1,217,979		Notice to Proceed
Obtain Performance Bond	7/22/2013	\$53,277		Performance Bond Issued
PHASE I - PROJECT INITIATION AND PLANNING				
Review Business Processes and Assess Fit	10/25/2013	\$14,400	Q1	Fit Assessment Report and App Development Plan Complete
PM - Quarter 1	10/31/2013	\$72,000	Q1	PM Services Delivered
PM - Quarter 2	1/31/2014	\$72,000	Q2	PM Services Delivered
PM - Quarter 3	4/30/2014	\$72,000	Q3	PM Services Delivered
PM - Quarter 4	7/31/2014	\$72,000	Q4	PM Services Delivered
PM - Quarter 5	10/31/2014	\$72,000	Q5	PM Services Delivered
PM - Quarter 6	1/16/2015	\$72,000	Q6	PM Services Delivered
PHASE II - SOLUTION DESIGN AND DEVELOPMENT				
Configuration				
Configure Odyssey Codes and Functions	11/28/2013	\$33,600	Q2	Initial Configuration Complete
Configure Forms and Security	1/16/2014	\$33,600	Q3	Forms and Security Configurations Complete
Revise Business Processes	2/17/2014	\$33,600	Q3	New Business Processes Documented
Data Conversion				
Verify Converted Data	6/6/2014	\$54,450	Q3	Conversion Review 1 - Complete
Repeat Data Verification	8/8/2014	\$54,450	Q4	Conversion Review 2 - Complete
Repeat Data Verification	9/19/2014	\$56,100	Q5	Conversion Review 3 - Complete
Custom Development				
Design Application Refinements	3/2/2014	\$336,600	Q3	CPDs Complete
Develop Application Refinements	9/19/2014	\$336,600	Q5	Development Testing Complete
Develop Reports	1/14/2014	\$123,000	Q3	Reports Complete
Integration				
Design Interfaces	7/18/2014	\$186,960	Q5	Integration Design Documentation Complete
Develop interfaces	9/19/2014	\$186,960	Q5	Integration Testing Complete

Task Name	Estimated Completion Date	Payment	Quarter	Payment Milestone
PHASE III - SYSTEM TESTING				
Assist User Acceptance Testing	10/24/2014	\$295,380	Q6	User Acceptance Testing Sign-Off and Court Interface User Acceptance
PHASE IV - SOLUTION DEPLOYMENT				
Train Users and Administrators	12/19/2014	\$71,400	Q6	Initial Training Complete
Support Go-Live	1/16/2015	\$84,600	Q6	Implementation Acceptance
Support Post Go-Live Transition	1/16/2015	\$12,000	Q6	Transition to Support Complete
Payment Total:		\$3,616,956		

Annual Maintenance and Support	Date	Payment
Year 1	N/A	\$0
Year 2	7/22/2013	\$255,776
Year 3	7/22/2014	\$263,449
Year 4	7/22/2015	\$271,352
Year 5	7/21/2016	\$279,493

Exhibit F**Interfaces****RFP 13-008-07**

Direct Exchange is defined as an exchange not going through the info hub but rather directly between the two systems.

Bus Exchange is defined as an exchange going through the info hub. Applications sending data to the info hub will send documents in NIEM 2.1 compliant format. Applications receiving data from the info hub will receive documents in NIEM 2.1 compliant format.

Bus Exchanges

<u>ID</u>	<u>Title</u>	<u>Sending Agency</u>	<u>Receiving Agency</u>	<u>Document/Data</u>	<u>Trigger</u>	<u>Condition/Purpose</u>	<u>Frequency</u>
801	Case Information	CMS	Info Hub	Name, alias, defendant demographics, Booking number, case information, demographics, court date, division, warrant information, Jail status, RNI, bond amount, charge info, attorney assignments, subpoena information	<ul style="list-style-type: none"> • court case is created, reopened or disposed • court division is assigned or modified • disposition on a charge is changed • court date is assigned or modified • charge is modified/added to an existing case • public defender is assigned/or • defendant indigent prosecutor is assigned 		Real Time

<u>ID</u>	<u>Title</u>	<u>Sending Agency</u>	<u>Receiving Agency</u>	<u>Document/Data</u>	<u>Trigger</u>	<u>Condition/Purpose</u>	<u>Frequency</u>
					<ul style="list-style-type: none"> Defendant address is updated bond is set or modified validation key is entered upon scanning a document web user enters docket number on web form web user enters indictment number on web form link alias name to RNI court date is added to case with a subpoena 		
806	GS Case / CC Case/Credit Card Payment	CMS	Info Hub	GS defendant name, demographics, traffic ticket info, booking number, arresting agency, RNI, fees/fines amount due	<ul style="list-style-type: none"> Payment made via IVR or Web multi exchange web/IVR inquiry made payment submitted 	GS case exists with money due	Real time
811	Create/Update Court Case	Info Hub	CMS	Booking data (name, demographics, RNI, charge info, booking photo, bond, employment), AG file number, prosecutor assigned, special case	<ul style="list-style-type: none"> person is arrested and charged in jail inmate gets an additional charge while in custody inmate has a warrant jail clerk corrects or 	Physical arrest DAG indictment Municipality bind-over	Real time

<u>ID</u>	<u>Title</u>	<u>Sending Agency</u>	<u>Receiving Agency</u>	<u>Document/Data</u>	<u>Trigger</u>	<u>Condition/Purpose</u>	<u>Frequency</u>
				information, information number	<ul style="list-style-type: none"> deletes an erroneous booking number on a case already in the booking process prosecutor assigned to the case upon indictment issue capias indicted not in custody upon entry of AG number 		
816	Verified RNI	Info Hub	CMS	Unverified RNI, RNI, updated name and demographics	<ul style="list-style-type: none"> rni verification after a physical arrest misdemeanor citation offender appears for RNI verification RNI division corrects an error with RNI info: race, dob, gender RNI division unlinks an RNI number from a case Jail clerk updates RNI number or demographic information on a case in the booking process 	RNI is the unique "inmate number"	Real time

<u>ID</u>	<u>Title</u>	<u>Sending Agency</u>	<u>Receiving Agency</u>	<u>Document/Data</u>	<u>Trigger</u>	<u>Condition/Purpose</u>	<u>Frequency</u>
821	Warrants	CMS	Info Hub	Court issued warrant, warrant number, issuing court, docket number, RNI, demographics, recall due to expiration	<ul style="list-style-type: none"> Court issues bench warrant, capias forfeiture or capias not in custody warrant on an existing case Judge orders recall of bench warrant Court clerk reactivates warrant cleared in error Warrant cleared due to arrest Batch process runs daily to identify expired warrants 24 hour clerks' office processes a hold for extradition 	24 hour clerk's office clears warrant due to arrest or holds for extradition for outside warrants, expired warrants must be misdemeanor warrants issued 5 or more years.	Real time
826	Unverified RNI	CMS	Info Hub	RNI, name, demographic	Court clerk modifies demographic details on case with unverified RNI	Case contains an unverified RNI	Real time
831	Custody status change	Info Hub	CMS	Booking number, RNI, custody status, release information	Inmate is released or booked into the Jail or Correction Center		Real time
836	Create Court Case - Non Arrest (unverified RNI)	CMS	Info Hub	Case information, name, demographics, charge info	Case is created due to: <ul style="list-style-type: none"> Traffic ticket Municipality bind over Misdemeanor 	An unverified RNI and Case created in lieu of a physical arrest	Real time

<u>ID</u>	<u>Title</u>	<u>Sending Agency</u>	<u>Receiving Agency</u>	<u>Document/Data</u>	<u>Trigger</u>	<u>Condition/Purpose</u>	<u>Frequency</u>
841	Create Misdemeanor Citation RNI appearance date	CMS	Info Hub	Case information, name, demographics, charge info, appearance date	<ul style="list-style-type: none"> • citation • Criminal summons • Order of protection • Civil summons • INC indictment • Non arrest indictments 	The Appearance Date is the date the offender is to appear in the RNI division to be fingerprinted and assigned or matched to a verified RNI.	Real time
846	Statute Code Update	CMS	Info Hub	Statute Code data	Court clerk enters or modifies a statute code	Keep statute codes in sync	Real time
851	Inmate Housing Fees Billing	Info Hub	CMS	Booking number, booking date, release date	<ul style="list-style-type: none"> • Each time an offender is incarcerated at the jail • Upon release of inmate from the Correction Center serving time on only misdemeanor charges 	Adds to defendants cost bill. Used to calculate jail days to bill inmate	Daily
861	Court Case Status Change	CMS	Info Hub	RNI, docket number, release orders, Mitimus, sentence information	<ul style="list-style-type: none"> • Housed in Jail AND • Bond is satisfied • Inmate is released 	<ul style="list-style-type: none"> • The defendant is in Jail and their release 	Real time

<u>ID</u>	<u>Title</u>	<u>Sending Agency</u>	<u>Receiving Agency</u>	<u>Document/Data</u>	<u>Trigger</u>	<u>Condition/Purpose</u>	<u>Frequency</u>
					<ul style="list-style-type: none"> without charge Inmate is released on own recognizance Court case is disposed or sentenced Warrant is dismissed Judge orders the defendant released Case was entered in error Housed in Correction Center AND Court case is disposed or sentenced Disposition on a charge is changed Charge is modified/added to an existing case New court case created 	<ul style="list-style-type: none"> status has changed on a specific case The defendant is incarcerated at the Correction Center and is in need of a classification review 	

Direct Exchanges

ID	Title	Sending Agency	Receiving Agency	Document/Data	Trigger	Condition/ Purpose	Frequency
866	Predictive Dialer GS notification	CMS	Predictive Dialer	Docket number, name, RNI, phone number, delinquent amount, appearance date	<ul style="list-style-type: none"> Scheduled process creates file to be sent to the Predictive Dialer server for notification of their delinquent case Scheduled process creates a file containing GS Misdemeanor Citations scheduled to be processed in RNI in a few days 	Defendants of newly delinquent GS cases receive phone calls reminding them to make payment on their case or of their scheduled RNI appearance date.	Daily
871	Expunge Criminal Court records from OnBase	CMS	OnBase	Indictment, booking	Scheduled process pulls previous days case expungements	Prevents the documents from being viewed in OnBase by non law enforcement personnel	Daily
876	Flag INC documents as viewable in OnBase	CMS	OnBase	Indictment number, number of defendants on a given indictment that have not been arrested	Each day a batch process queries CMS for Indicted Not In Custody cases.	Due to the secrecy of these indictments, the document is not viewable until all named defendants have been arrested	Daily

ID	Title	Sending Agency	Receiving Agency	Document/Data	Trigger	Condition/ Purpose	Frequency
881	AOC Criminal Case Load Reporting	CMS	AOC	Location code from AOC, begin and end date, number of cases, name, case & disposition info for all cases and charges that been indicted, disposed, reopened or expunged during the previous month	Scheduled batch process is FTP's from the CMS to the Shelby County FTP server via email to the AOC. It contains a tally of cases disposed where the DA's office was involved on a given day. The file provides the State of TN AOC statistic info for the fiscal year	<ul style="list-style-type: none"> File provides the State of TN AOC information to be used for statistical purposes. Supreme Court rule 11 TCA 16-1-117(a)(3) - contact GENSES@tsc mail.state.tn.us 	Monthly & Annual
886	Apply TDOC Certified Cost reimbursement	TDOC certified Costs	CMS	Docket number, name, certified payment amount, check number	Upon receipt of TDOC reimbursement for housing felons - scheduled process		Monthly
891	Bill TDOC for certified costs	CMS	TDOC - Certified Costs	Docket number, name, certified amount due	Scheduled batch process retrieves disposed cases that are due reimbursement for incarcerating felons		Monthly

ID	Title	Sending Agency	Receiving Agency	Document/Data	Trigger	Condition/ Purpose	Frequency
896	TDOS – Traffic Tickets / Abstracts of Conviction	CMS	TDOS	Case information, Traffic Ticket information (citation number, booking number, demographics, DLN charge, address)	Scheduled batch process runs once a week and retrieves traffic convictions from prior week	Traffic ticket convictions the prior week EXCEPT HP	Weekly
901	TDOS Failure To Pay Suspension and Withdrawals	CMS	TDOS	Traffic Ticket information (citation number, booking number, demographics, DLN, charge, address), fees and fines	Scheduled batch process runs once a week and retrieves traffic cases that are delinquent. They are sent to TDOS for suspension. Upon full payment, they are sent to TDOS for withdrawal of suspension.	Case must fall under PAC compact and have delinquent account.	Weekly
906	TDOS – HP Traffic Tickets	CMS	TDOS	Traffic Ticket information (citation number, booking number, demographics, DLN, charge, address)	Scheduled batch process runs once a week and retrieves all HP traffic tickets disposed the prior week.	Highway Patrol (HP) traffic tickets disposed the prior week.	Weekly
911	TDOS – Traffic Defensive Driving	CMS	TDOS	Traffic Ticket information (citation number, booking number, demographics, DLN, charge, address), date completed Defensive Driving School	Scheduled batch process runs once a week and retrieves causes that complete defensive driving school the prior week	Cases that complete defensive driving school the prior week	Weekly

ID	Title	Sending Agency	Receiving Agency	Document/Data	Trigger	Condition/ Purpose	Frequency
916	TDOS – Traffic Mandatory Suspensions – paid in full	CMS	TDOS	Traffic Ticket information (citation number, booking number, demographics, DLN, charge, address), date of full payment	Scheduled batch process runs nightly and retrieves Traffic cases with mandatory suspensions that have paid their case in full	Defendant can have many mandatory suspension cases that require full payment before reinstatement of their DL	Daily
921	TDOS – Traffic Mandatory Suspension – Indigent	CMS	TDOS	Traffic Ticket information (citation number, booking number, demographics, DLN, charge, address), date declared indigent	Scheduled batch process runs nightly and retrieves Traffic cases with mandatory suspensions where the defendant has been declared indigent	Defendant can have their DL reinstated if the Judge declares them indigent	Daily
926	TBI Automated Final Dispositions	CMS	TBI	Docket number, arrest date, name, demographics, disposition information	Scheduled batch process creates a file that is FTP's to the Shelby County FTP server containing the final disposition information for cases in GS and CC. TBI periodically polls the server for a new file. If a new Final Disposition files is found, it will be downloaded to the TBI AFD Server and get processed. The primary purpose of reporting Final Dispositions to the TBI is to collect accurate, timely, and comprehensive		Daily; about 700 records

ID	Title	Sending Agency	Receiving Agency	Document/Data	Trigger	Condition/ Purpose	Frequency
931	Court sends court dates to Subpoena System	CMS	Subpoena (SCSO)	Docket number, court date, time, witnesses, etc.	criminal history in the TBI's Criminal History Repository. 2 scheduled SQL jobs retrieve Court Dates of defendants in the Subpoena database	SCSO	Daily

Exhibit G

License Agreement

1. CERTAIN DEFINITIONS.

- 4.1. Current Production Software Version means the current production version of PROVIDER's software listed in Exhibit D.
- 4.2. Defect means any bug, error, contaminate, malfunction, or other defect in the Licensed Software caused by, arising from, or emanating from the reasonable control of PROVIDER that renders the Licensed Software in non-conformance with PROVIDER's then current published specifications.
- 4.3. Documentation means the user's operating manuals and any other materials in any form or media provided by PROVIDER to the users of the Licensed Software.
- 4.4. Embedded Third Party Software means licensed third party software (other than Third Person Software) that is required to provide the functionality of the Licensed Software, which as of the date of this Agreement, consists of the software set forth in Exhibit D labeled as "Embedded Third Party Software".
- 4.5. License Fee means the "Total License Fees" as set forth in Exhibit D, which is due and payable as set forth in Exhibit E.
- 4.6. Licensed Property means the Licensed Software and the Documentation.
- 4.7. Licensed Software means: (a) the Current Production Software Version; (b) Embedded Third Party Software; and (c) any Local Enhancements.
- 4.8. Local Enhancements means any refinement, enhancement, or other customization to the Current Production Software Version to be developed by PROVIDER per Exhibit D.
- 4.9. Project means the delivery and license of the Licensed Property and the performance of all services to be provided by PROVIDER in accordance with the provisions of this Agreement.
- 4.10. Project Manager means the person designated by each Party who is responsible for the management of the Project.
- 4.11. Provider Confidential and Proprietary Information means all information in any form relating to, used in, or arising out of PROVIDER's operations and held by, owned, licensed, or otherwise possessed by PROVIDER (whether held by, owned, licensed, possessed, or otherwise existing in, on or about PROVIDER's premises or County's offices, residence(s), or facilities and regardless of how such information came into being, as well as regardless of who created, generated or gathered the information), including, without limitation, all information contained in, embodied in (in any media whatsoever) or relating to PROVIDER's inventions, ideas, creations, works of authorship, business documents, licenses, correspondence, operations, manuals, performance manuals, operating data,

projections, bulletins, customer lists and data, sales data, cost data, profit data, financial statements, strategic planning data, financial planning data, designs, logos, proposed trademarks or service marks, test results, product or service literature, product or service concepts, process data, specification data, know how, software, databases, database layouts, design documents, release notes, algorithms, source code, screen shots, and other research and development information and data. Notwithstanding the foregoing, Provider Confidential and Proprietary Information does not include information that: (a) becomes public other than as a result of a disclosure by County in breach hereof; (b) becomes available to County on a non-confidential basis from a source other than PROVIDER, which is not prohibited from disclosing such information by obligation to PROVIDER; (c) is known by County prior to its receipt from PROVIDER without any obligation of confidentiality with respect thereto; or (d) is developed by County independently of any disclosures made by PROVIDER.

4.12. Software Maintenance Agreement means the maintenance and support services agreement attached hereto as Exhibit H.

4.13. Third Person Hardware means the CPUs, servers, and other hardware to be leased, purchased, or otherwise acquired by County from a third party that is minimally required to operate the Licensed Software and such other CPUs, servers, and other hardware that County has actually leased, purchased or otherwise acquired and/or may be minimally required in the future to operate the Licensed Software.

4.14. Third Person Software means the operating systems and other software to be licensed, purchased, or otherwise acquired by County from a third party that is minimally required to operate the Licensed Software and such operating systems and other software that County has actually licensed, purchased, or otherwise acquired and/or may be minimally required in the future to operate the Licensed Software.

5. TITLE AND LICENSE

5.1. License Grant. In consideration for the License Fee, which shall be due and payable as set forth in Exhibit E, PROVIDER hereby grants to County a non-exclusive, royalty-free, revocable license (and sublicense with respect to the Embedded Third Party Software) to use the Licensed Property for County's internal administration, operation, and/or conduct of County's General Sessions Criminal Court Division, Criminal Court Division and PreTrial Services business operations by an unlimited number of users employed by County on an unlimited number of computers and/or computer stations utilized by County. Upon County's payment of the License Fee in full, the foregoing licenses shall become irrevocable, subject to the restrictions on use set forth herein.

5.2. Restrictions. Unless otherwise expressly set forth in this Agreement, County shall not (a) reverse engineer, de-compile, or disassemble any portion of the Licensed Software or (b) sublicense, transfer, rent, or lease the Licensed Software or its usage. To the extent County employs contractors, subcontractors, or other third parties to assist in the Project, the County shall obtain from such third parties an executed PROVIDER confidentiality agreement prior to such parties being permitted access to Provider Confidential and Proprietary Information.

5.3. Copies. County may make and maintain such copies of the Licensed Property as are reasonably appropriate for its use and for archival and backup purposes; provided, however, that County shall retain all proprietary notices, logos, copyright notices, and similar markings on such copies.

5.4. Embedded Third Party Software. The license grant set forth in Section 5.1 includes the right to use any Embedded Third Party Software; provided, however, that such access to and use of such Embedded Third Party Software shall be according to such terms, conditions, and licenses as are imposed by the manufacturers and/or third party licensors of such Embedded Third Party Software. All such Embedded Third Party Software shall be included in the License Fee. PROVIDER shall pass through to County any and all warranties granted to PROVIDER by the owners, licensors, and/or distributors of such Embedded Third Party Software. County shall be responsible for procuring and paying for all Third Person Software.

5.5. Title.

(a) PROVIDER represents and warrants that it is the owner of all right, title, and interest in and to the Licensed Software (other than Embedded Third Party Software) and all components and copies thereof. Nothing in this Agreement shall be deemed to vest in County any ownership or intellectual property rights in and to PROVIDER's intellectual property (including, without limitation, Provider Confidential and Proprietary Information), any components and copies thereof, or any derivative works based thereon prepared by PROVIDER.

(b) All training materials developed solely by either Party shall be the sole property of such Party. Any training materials developed jointly by the Parties shall be owned jointly by the Parties, and each Party shall be entitled to exercise all rights of ownership of such materials without any duty to account to the other, subject to Section 37 of the Contract.

(c) All County data shall remain the property of County. PROVIDER shall not use County data other than in connection with providing the services pursuant to this Contract.

5.6. County Modifications. PROVIDER shall have no liability pursuant to this Contract or the Software Maintenance Agreement for any damages or defects to the Licensed Software caused, directly or indirectly, by County Modifications or other changes to the Licensed Software that are implemented without the prior written consent of PROVIDER.

6. DELIVERY AND INSTALLATION OF THE LICENSED SOFTWARE

6.1. Delivery; Risk of Loss. PROVIDER shall deliver the Licensed Software to County's place of business. Risk of loss of the Licensed Software, and media on which such may be delivered, shall remain with PROVIDER at all times until completed delivery.

6.2. Third Person Hardware and Third Person Software. Purchaser shall be responsible to purchase, install, and configure all Third Person Hardware and Third Person Software. Tyler shall have no liability for defects in the Third Person Hardware or Third Person Software.

6.3. Installation; Diagnostic Testing. PROVIDER shall install the Licensed Software at County's place of business. Upon installation, PROVIDER shall conduct its standard diagnostic evaluation to determine that the Licensed Software is properly installed and shall notify the County's Project Manager in writing after successful completion thereof.

7. VERIFICATION OF THE LICENSED SOFTWARE; FINAL ACCEPTANCE

7.1. Verification Procedure. Upon installation of the Licensed Software, PROVIDER shall perform its standard test procedures and shall certify to County that the Licensed Software is in substantial conformance with PROVIDER's then current published specifications (the "Verification Procedure") and is ready to commence Operational Use.

7.2. Optional County Validation. County may, in its sole and absolute discretion, monitor the Verification Procedure by performing its own defined internal validation process to test the software to determine if it substantially complies with PROVIDER's then current published specifications.

7.3. Results Final; Correction. PROVIDER's verification or County's validation that the Licensed Software substantially complies with the then current published specifications shall be final and conclusive except for latent defect, fraud, and such gross mistakes that amount to fraud. To the extent permitted by applicable law, in the event said verification / validation becomes other than final, County's sole right and remedy against PROVIDER shall be to require PROVIDER to correct the cause thereof. If County has made modifications to the software programs, PROVIDER will not make such corrections, unless such modifications were specifically authorized in writing by PROVIDER.

7.4. Operational Use. Notwithstanding anything to the contrary herein, County's sustained use of the Licensed Software for its intended purpose ("Operational Use") shall constitute PROVIDER's verification or County's validation of the software products.

7.5. Final Acceptance. When the Licensed Software is ready to commence Operational Use, County shall be deemed to have "Final Acceptance" of the Licensed Software, and the Licensed Software shall then become subject to the terms and conditions of the Software Maintenance Agreement for purposes of Defect correction thereafter.

8. REPRESENTATIONS AND WARRANTIES

8.1. Licensed Software. For as long as a current Maintenance and Support Services Agreement is in place, PROVIDER warrants that the Licensed Software shall comply with PROVIDER's then current published specifications. Any such non-conformity shall be corrected pursuant to the Maintenance and Support Services Agreement.

8.2. Media Defects. PROVIDER warrants and represents that the media on which the Licensed Software is provided shall, at the time of delivery and installation, be free of Defects in material and workmanship.

8.3. Pass-Through of Warranties. To the extent permitted by applicable law, PROVIDER hereby passes through the benefits of all third party warranties that it receives in connection with any product provided to County.

8.4. Illicit Code. PROVIDER warrants and represents that the Licensed Software, when delivered and installed by PROVIDER, does not contain, and PROVIDER has not knowingly introduced through any media, any virus, worm, trap door, back door, bomb, bug, or other contaminant or disabling device, including, without limitation, any timer, clock, counter or other limiting routines, codes, commands, or instructions that may have the effect or be used to access, alter, delete, limit, control, damage, or disable any County property.

EXCEPT AS SPECIFICALLY SET FORTH IN THIS SECTION 5OR ELSEWHERE IN THIS AGREEMENT AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, TYLER DISCLAIMS ALL OTHER WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

8.1. Intellectual Property.

(a) Notwithstanding any other provision of this Contract, if any claim is asserted, or action or proceeding brought against County that alleges that all or any part of the Licensed Software, in the form supplied, or modified by PROVIDER, or County's use thereof, infringes or misappropriates any United States intellectual property, intangible asset, or other proprietary right, title, or interest (including, without limitation, any copyright or patent or any trade secret right, title, or interest), or violates any other contract, license, grant, or other proprietary right of any third party, County, upon its awareness, shall give PROVIDER prompt written notice thereof. PROVIDER shall defend, and hold County harmless against, any such claim or action and shall indemnify County against any liability, damages, and costs resulting from such claim. Without waiving any rights pursuant to sovereign immunity, County shall cooperate with and may monitor PROVIDER in the defense of any claim, action, or proceeding and may, if appropriate, make employees available as PROVIDER may reasonably request with regard to such defense. To the extent permitted by applicable law, this indemnity does not apply to the extent that such a claim is attributable to modifications to the Licensed Software made by County, or any third party pursuant to County's directions, or upon the unauthorized use of the Licensed Software by County.

(b) If the Licensed Software becomes the subject of a claim of infringement or misappropriation of a copyright, patent, or trade secret or the violation of any other contractual or proprietary right of any third party, PROVIDER shall, at its sole cost and expense, select and provide one of the following remedies, which selection shall be in PROVIDER's sole discretion: (i) promptly replace the Licensed Software with a compatible, functionally equivalent, non-infringing system; or (ii) promptly modify the Licensed Software to make it non-infringing; or (iii) promptly procure the right of County to use the Licensed Software as intended.

(c) PROVIDER'S indemnification obligations under this Section 5.1 are contingent upon COUNTY giving PROVIDER reasonable cooperation, information, and assistance in connection with defense of such claim, and consents to PROVIDER'S sole control and authority with respect to the defense, settlement or compromise of the claim, provided, however, that in the event that COUNTY is a named party in any such action, PROVIDER

shall obtain COUNTY'S approval of any settlement or resolution which directly effects COUNTY'S rights, such approval not to be unreasonably withheld. If principles of governmental or public law are involved, the COUNTY may participate in the defense of any such action, but neither costs or expenses nor admissions, answers or representations shall be incurred for the account of or made on behalf of PROVIDER without PROVIDER'S written consent.

Exhibit H

Maintenance and Support Services Agreement

1. CERTAIN DEFINITIONS

- 1.1. Terms Not Defined. Terms not otherwise defined herein shall have the meanings assigned to such terms in the License Agreement.
- 1.2. Business Day means Monday through Friday, excluding PROVIDER Holidays.
- 1.3. Business Hours means 7:00 a.m. to 7:00 p.m., Central Time during Business Days.
- 1.4. Circumvention or Circumvention Procedures means, as applied to a Documented Defect, a change in operating procedures whereby County can reasonably avoid any deleterious effects of such Documented Defect.
- 1.5. Defect means any bug, error, malfunction, or other defect in the Licensed Software caused by, arising from, or emanating from the reasonable control of PROVIDER that renders the Licensed Software in non-conformance with PROVIDER's then current published specifications.
- 1.6. Documented Defect means a Defect that County documents for PROVIDER pursuant to Section 2.1.
- 1.7. Effective Date has the meaning set forth in Section 8.1.
- 1.8. Legislative Change means a refinement, enhancement, or other modification to the Licensed Software necessary to comply with final, statewide legislation or administrative regulation affecting all clients in County's state and pertaining to: (a) existing reports, exports, or data exchanges; (b) new reports; (c) new data entry fields for state reporting; (d) new fee calculations; (e) new disposition templates; (f) new sentence templates; or (g) new citation templates. Legislative Changes do not include the expansion of County's constitutional or operational responsibilities beyond those that exist as of the Effective Date.
- 1.9. PROVIDER Holidays means one (1) day for a New Year's, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and the day after Thanksgiving, and Christmas day and up to two rolling holidays. The exact date for any rolling holiday will be published on the PROVIDER website in advance of the date.
- 1.10. Service Level 1 Defect means a Documented Defect that causes (a) a complete application failure or application unavailability; (b) application failure or unavailability in one or more County remote locations; or (c) systemic loss of multiple essential system functions.
- 1.11. Service Level 2 Defect means a Documented Defect that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.

1.12. Service Level 3 Defect means a Service Level 1 Defect with an existing Circumvention Procedure, or a Service Level 2 Defect that affects only one user or for which there is an existing Circumvention Procedure.

1.13. Service Level 4 Defect means a Documented Defect that causes failure of non-essential Licensed Software functionality or a cosmetic or other Documented Defect that does not qualify as any other Service Level Defect.

1.14. Version Release means new versions of the Licensed Software that contain technical improvements, functional enhancements, updates, extensions, and/or maintenance changes to the Licensed Software.

2. END USER RESPONSIBILITIES

2.1. Documenting Defects. County must document, in cooperation with PROVIDER as reasonably required, with sufficient information to recreate the Defect or otherwise document or evidence its occurrence. The information requested by PROVIDER to troubleshoot the Defect may include: the operating environment, data set, user, or any other such information that PROVIDER may reasonably request. The County shall use all reasonable efforts to eliminate any non-application related issues prior to its notification to PROVIDER of such Defect, including, for example, issues related to the network or user training, County-produced extensions, and data problems not caused by the Licensed Software. Any technical or other issue for which County requests services, but which is not a Documented Defect, shall be treated as a request for additional services beyond the scope of services covered herein. It is understood and agreed the process of documenting a defect hereunder may a collaborative process between the County and PROVIDER in which both parties shall, in good faith, reasonably participate as necessary.

2.2. Other County Responsibilities. County shall:

- (a) maintain all required Third Person Software to the release level compatible with the installed version(s) of the Licensed Software;
- (b) establish and maintain an internal help desk to be the central point of contact and communication between the end users and PROVIDER's support staff. In the event that the County is unable to establish and maintain an internal help desk, County may select up to twenty (20) "super users" who may contact PROVIDER's help desk.
- (c) provide training on the Licensed Software to its employees;
- (d) allow PROVIDER to install patches and other maintenance releases provided by PROVIDER;
- (e) allow remote access by PROVIDER to County's servers via a County approved remote access or other mutually agreeable protocol, provided, however, that County acknowledges that failure to provide a timely and practical remote access method may negatively impact PROVIDER's ability to perform its responsibilities under this Maintenance and Support Services Agreement;

(f) implement and perform appropriate data backup and data recovery procedures related to the Licensed Software. In no event shall PROVIDER be held liable for any loss or other damage associated with the loss or destruction of any data related to the Licensed Software that is attributable to County's failure to implement and perform such procedures on a timely and regular basis; and

(g) provide onsite installation, new integration, training, and other responsibilities with respect to Version Releases as set forth in Section 5 hereunder.

3. TYLER RESPONSIBILITIES – SUPPORT SERVICES

3.1. General Services for Reporting Production Documented Defects.

(a) PROVIDER shall provide County with procedures for contacting support staff during normal business hours (7:00 a.m. to 7:00 p.m., Central Time, Monday through Friday, excluding Tyler Holidays) for reporting Documented Defects. PROVIDER shall assist County in the diagnosis of any Documented Defect, including the assigned Service Level and PROVIDER's tracking number.

(b) For each reported Documented Defect, PROVIDER shall assign appropriate personnel to diagnose and correct the Documented Defect, and where appropriate, identify Circumvention Procedures. PROVIDER's initial response shall include an acknowledgement of notice of the Documented Defect, confirmation that PROVIDER has received sufficient information concerning the Documented Defect, and an action plan for resolving the Documented Defect and avoiding further deleterious consequences of the Documented Defect.

3.2. Service Level I Defects. PROVIDER shall provide an initial response to Service Level I Defects within one (1) Business Hour of receipt of the Documented Defect. PROVIDER shall use commercially reasonable efforts to resolve such Documented Defects or provide a Circumvention Procedure within one (1) Business Day. PROVIDER's responsibility for loss or corrupted data is limited to assisting the County in restoring its database to a known, accurate state.

3.3. Service Level 2 Defects. PROVIDER shall provide an initial response to Service Level 2 Defects within one (1) Business Hours of receipt of the Documented Defect. PROVIDER shall use commercially reasonable efforts to resolve such Documented Defects or provide a Circumvention Procedures within five (5) Business Days. PROVIDER's responsibility for loss or corrupted data is limited to assisting the County in restoring its database to a known, accurate state.

3.4. Service Level 3 Defects. PROVIDER shall provide an initial response to Service Level 3 Defects within one (1) Business Day of receipt of the Documented Defect. PROVIDER shall use commercially reasonable efforts to resolve such Documented Defect without the need for a Circumvention Procedure with a next Version Release. PROVIDER's responsibility for lost or corrupted data is limited to assisting the County in restoring its database to a known, accurate state.

3.5. Service Level 4 Defects. PROVIDER shall provide an initial response to Service Level 4 Defects within two (2) Business Days. PROVIDER shall use commercially reasonable efforts to resolve such Documented Defect with a future Version Release.

3.6. Help Desk & Desktop Support. PROVIDER shall provide the County with procedures for contacting support staff during normal business hours (7:00 a.m. to 7:00 p.m., Central Time, Monday through Friday, excluding Provider Holidays) for reporting Documented Defects or obtaining helpdesk support on general application functionality. PROVIDER will provide ample help desk support; however, excessive support requirements may indicate a training need and require the purchase of additional training time.

3.7. Technical Server & Systems Support. PROVIDER shall use commercially reasonable efforts to provide County with technical support to assist County with troubleshooting the loss of functionality of Licensed Software for reasons other than a Documented Defect. PROVIDER technical support shall be limited to:

- (a) assisting the County with isolating the source of Licensed Software failure due to systems-level hardware, Third Party Software, network, client-level hardware or peripherals;
- (b) providing recommendations to County regarding resolution of said non-defect failure(s); and
- (c) providing County with assistance on basic maintenance and administration of the Licensed Software environment, including basic data backup and restore procedures, deployment of Version Releases, and setup of supported peripheral devices for use with the Licensed Software

3.8. 24 X 7 Emergency Support. PROVIDER shall provide the County with procedures for contacting support staff after normal business hours for the limited purpose of reporting emergency application unavailability issues (such as a Level 1 Defect) within the Licensed Software. PROVIDER shall use commercially reasonable efforts to provide the County with responses set forth in Section 3.2.

3.9. Saturday Technical Support. PROVIDER shall use commercially reasonable efforts to be available for one pre-scheduled Saturday of each month to allow assistance to County IT staff. This option is available for the application of patches and full release upgrades as well as consulting with the CountyIT staff for server maintenance and configuration for the licensed software environment.

3.10. Base Version Level for Correction. PROVIDER shall correct or otherwise cure Documented Defects to the current Version Release of Licensed Software made available to County and either the immediately preceding Version Release or all Version Releases released to County within the prior one (1) year, whichever is greater.

3.11. Escalation Procedure. If PROVIDER is unable to resolve any Service Level 1 or Service Level 2 Defect as provided in this Section 3, County may immediately escalate the issue to County's IT Director and PROVIDER's Director of Client Services. PROVIDER and County will use good faith reasonable efforts to meet, discuss, and agree upon a resolution plan for the affected Defect. If County's IT Director and PROVIDER's Director of Client Services cannot agree upon an acceptable resolution plan within 24 hours of such initial escalation, or such other reasonable time as the parties may agree, County may further escalate the issue to County's State Court Administrator and PROVIDER's Division Chief Operating Officer or Division President who shall have final authority to negotiate an acceptable resolution plan.

3.12. Legislative Change Support. PROVIDER will use its commercially reasonable efforts to implement Legislative Changes within the time frames set forth in the applicable legislation regulation, but in any event in the next Version Release. PROVIDER's sole liability for implementing Legislative Changes in any calendar year shall be limited to the number of hours of programming services, at PROVIDER's then current hourly rates, equal to not more than 20% of the total Annual Maintenance Fees for the Licensed Software paid by all clients with Legislative Change Support in County's state during such calendar year; to the extent additional programming services are required, such services shall be billed to County at PROVIDER's then current hourly rates. Notwithstanding the foregoing, County shall be responsible for the cost of any other services required to implement a Legislative Change, including, without limitation, training, configuration, project management, or data conversion. Upon the mutual determination of the need for a Legislative Change that exceeds the limitations set forth above, PROVIDER shall provide County with a written statement identifying the total number of hours that PROVIDER is liable for Legislative Change Support as calculated above plus a good faith estimate of the additional cost to County. Such additional costs, if any, shall be prorated as a percentage of Annual Maintenance and Support Fees among all clients in County's state with Legislative Change Support.

4. ADDITIONAL SUPPORT SERVICES

County may request support services in addition to the standard maintenance offering (a "Service Request"). Such other support services may include, without limitation, services related to: (a) additional training; (b) technical assistance; (c) programming services; (d) installation of add-on components; and/or (e) business analysis. PROVIDER shall provide to County a written response to the request which describes in detail the anticipated impact of

the request on the existing Licensed Software, the time required to perform such services, an implementation plan, and a schedule of the fees related thereto.

5. VERSION RELEASES

PROVIDER shall notify County of the occurrence of a new Version Release and shall provide County with such Version Releases for the Licensed Software. The delivery of each Version Release shall include a complete, installable copy of the Licensed Software, together with release notes and other appropriate documentation. County shall, at its own expense, be responsible for any installation assistance, new integration, and training with respect to each Version Release that falls outside of the maintenance services set forth in this Software Maintenance Agreement. The resolution of any version upgrade installation difficulties experienced by County as the result of inadequate release documentation, defect installation software or procedures will be at no charge to County.

6. THIRD PERSON SOFTWARE

6.1. Notice of New Third Person Software. PROVIDER shall provide County with advanced notice of any mandated new Third Person Software revision that shall be required to load a Version Release. PROVIDER shall use commercially reasonable efforts to minimize the need for County to rely upon updates of Third Person Software.

6.2. Provider Certification. At PROVIDER's expense, PROVIDER shall certify the compatibility of Third Person Software components used by the Licensed Software and maintain a list of supported Third Person Software release levels. Version Releases shall be certified to supported versions of all required Third Person Software. PROVIDER shall certify new releases of Third Person Software within a reasonable timeframe.

6.3. Costs. County is responsible for all costs associated with installing and maintaining Third Person Software versions that are identified on PROVIDER's list of certified Third Person Software.

6.4. Maintenance. County is responsible for maintaining software maintenance/update agreements with Third Person Software vendors at County's expense. At the request of County, PROVIDER shall participate with County in discussions with Third Person Software providers on all software maintenance issues.

7. FEES

7.1. Annual Maintenance Fee. County shall pay PROVIDER the annual maintenance and support fees as set forth in Exhibit D and in accordance with the timetables of Exhibit E (the "Maintenance and Support Fees"). After year 5, Maintenance shall renew only by mutual written agreement of the parties as provided herein at rates to be negotiated.

7.2. Invoice and Payment. Each invoice shall include, at a minimum, the total invoiced amount and a reference to the specific items being invoiced under this Maintenance and Support Services Agreement. Following receipt of a properly submitted invoice, County shall pay amounts owed within thirty (30) days. All payments shall be made in U.S. currency.

7.3. Maintenance on Purchaser-Specific Customer Enhancements. The annual Maintenance and Support Fee may be further increased by agreement of the Parties with respect to (a) maintenance and support of Purchaser-Specific Customer Enhancements requested by County and (b) material functional enhancements contained in new Version Releases that are not merely technical improvements, updates, extensions and/or maintenance changes to the Licensed Software. County will have the option to accept or decline any such material functional enhancement that would result in an increase in the Maintenance and Support Fee without affecting County's entitlement to receive the remainder of any Version Release in which such enhancement is offered.

7.4. Suspension of Services for Non-payment. PROVIDER may suspend its performance of services hereunder during any period for which County does not pay any undisputed Maintenance and Support Fees for a period of time exceeding sixty (60) days. PROVIDER shall promptly reinstate maintenance and support services upon receipt of payment of all undisputed Maintenance and Support Fees, including all such fees for the period(s) during which services were suspended.

8. TERM AND TERMINATION

9. **TERM.** THIS MAINTENANCE AND SUPPORT SERVICES AGREEMENT SHALL BE FOR A PERIOD OF NO MORE THAN FIVE (5) YEARS. THIS MAINTENANCE AND SUPPORT SERVICES AGREEMENT SHALL COMMENCE ON THE EFFECTIVE DATE AND SHALL CONTINUE IN EFFECT FOR A PERIOD OF ONE (1) YEAR; PROVIDED, HOWEVER, THAT AT THE END OF SUCH INITIAL TERM, AND ON EACH SUBSEQUENT ANNIVERSARY OF THE EFFECTIVE DATE THROUGH AND INCLUDING YEAR FIVE, THE PARTIES SHALL HAVE THE OPTION TO RENEW FOR ONE-YEAR PERIODS, UPON MUTUAL WRITTEN CONSENT OF BOTH PARTIES, WITH THE SAME TERMS AND CONDITIONS.

9.1. the term shall be only by mutual written agreement of the parties as provided herein at the rates provided in Exhibit D

(a) It shall be cause for the immediate termination of this Contract if, after its execution, the COUNTY determines that:

- i) Either the PROVIDER or any of its principals, partners or corporate officers, if a corporation, including the corporation itself, has pled nolo contendere, or has pled or been found guilty of a criminal violation, whether state or federal, involving, but not limited to, governmental sales or purchases, including but not limited to the rigging of bids, price fixing, or any other collusive and illegal activity pertaining to bidding and governmental contracting; or
- iv) PROVIDER has subcontracted, assigned, delegated, transferred its rights, obligations or interests under this Contract without the COUNTY's consent or approval, such consent not to be unreasonably withheld; or
- v) PROVIDER has filed bankruptcy, become insolvent or made an

assignment for the benefit of creditors, or a receiver, or similar officer has been appointed to take charge of all or part of PROVIDER assets.

- b. The COUNTY may terminate the Contract upon thirty (30) days written notice by the COUNTY or its authorized agent to the PROVIDER for PROVIDER's failure to provide the Services specified under this Contract and such failure remains uncured thereafter.
- c. This Contract may be terminated by either party by giving thirty (30) days written notice to the other, before the effective date of termination (the "Termination Date"). In the event of such termination, the PROVIDER shall be paid for all Services rendered prior to the Termination Date, provided the PROVIDER shall have delivered to COUNTY such statements, accounts, reports and other materials as required under this Contract; however, PROVIDER shall not be compensated for any anticipatory profits that have not been earned as of the date of the Termination Date. All Services completed by PROVIDER prior to the Termination Date shall be documented and tangible work documents shall be delivered to and become the sole property of the COUNTY prior to payment for the Services rendered, provided, however, that PROVIDER shall retain ownership of any and all proprietary and/or confidential information contained therein. To the extent permitted by applicable law, upon termination hereunder, County shall not be entitled to any return of fees previously paid that were not disputed.
- d. Notwithstanding the above or any section herein to the contrary, PROVIDER shall not be relieved of liability to the COUNTY for damages sustained by the COUNTY by virtue of any breach of the Contract by PROVIDER, subject to the limitation of liability contained herein, and the COUNTY may withhold any payments to PROVIDER for the purpose of setoff until such time as the exact amount of damages due the COUNTY from PROVIDER is determined.
- e. The COUNTY has the option to cancel the Agreement and/or any Renewals if the County is put on notice of legal problems with PROVIDER or any of its principals, partners, corporate officers, or agents, involving allegations of dishonesty, improper business conduct, or criminal activity. Cancellation under this provision shall be immediate and effective upon notice. The COUNTY reserves the right to exercise this provision at its discretion and any decision rendered by the COUNTY under this provision constitutes a final determination of the matter the public welfare requiring it.

10. LIMITATION OF LIABILITY

PROVIDER'S LIABILITY TO COUNTY FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS MAINTENANCE AND SUPPORT SERVICES AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL TO THE EXTENT

PERMITTED BY APPLIABLE LAW BE LIMITED TO FIXING DEFECTS IN ACCORDANCE WITH SECTION 3 OR AS OTHERWISE SET FORTH IN SECTION 8.3.

TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL PROVIDER BE LIABLE TO COUNTY FOR INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, LOST REVENUES OR PROFITS, OR LOSS OF BUSINESS OR LOSS OF DATA ARISING OUT OF THIS AGREEMENT, IRRESPECTIVE OF WHETHER THE PARTIES HAVE ADVANCE NOTICE OF THE POSSIBILITY OF SUCH DAMAGE.

11. DISPUTE RESOLUTION

The parties agree to use good faith, reasonable efforts to meet, discuss, and try to resolve any disputes arising out of, or relating to, this Maintenance and Support Services Agreement for a period of sixty (60) days. The parties shall include in any such informal meetings persons with appropriate knowledge and authority, including, without limitation, County's Information Technology Manager and PROVIDER's Support Manager. Any negotiations pursuant to this Section 11 are confidential and shall be treated as compromise and settlement negotiations for purposes of the applicable rules of evidence. For any dispute that the Parties are unable to resolve through informal discussions or negotiations, the Parties shall submit the matter to binding arbitration, which shall be governed by the rules of the American Arbitration Association. Any award or other relief granted by the arbitrators may be enforced in any court of competent jurisdiction.

12. MISCELLANEOUS

12.1. Assignment. Neither party may assign this Maintenance and Support Services Agreement or any of its respective rights or obligations herein to any third party without the express written consent of the other party.

12.2. Notices. Except as otherwise expressly specified herein, all notices, requests or other communications shall be in writing and shall be deemed to have been given if delivered personally or mailed, by certified or registered mail, postage prepaid, return receipt requested, to the parties at their respective addresses set forth on the signature page, or at such other addresses as may be specified in writing by either of the parties. All notices, requests, or communications shall be deemed effective upon personal delivery or three (3) days following deposit in the mail.